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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

PETRU ALASU; KEITH BABBITT;
AMIT BHATTACHARYA; JOHN
BRISCOE; RAMAN GARG; DANIEL
GRIFFIN; FRANCISCO GUTIERREZ;
AARON JENSEN; JAMES LONG;
CHRISTOPHER MARTHA; JOHN
MURRAY; CHRISTOPHER
RODRIQUEZ; JAMES ROUTH;
BOGUSLAW RICHARD
BARANOWSKI; BRIAN JOSEPH
TATE; LABIB LEO JIMENEZ-GOMEZ;
ELINOR CAROLYN SAUNDERS;
GRAHAM DICKINSON; PAUL
WESTON ("WESTON") EDEN;
JEFFREY I. ELLIS; CHRIS PAUL
HORGER; ANDRZEJ JAKUBOWSKI;
ROBERT E. MEANY; JOHN M.
ROTONDO; DONALD C. SIMONTON,
JR.; TODD EDWARD GAMMON;

Case No.:

**CLASS ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL**

STEPHEN MARTIN HUIISH; GERALD
JOSEPH ("JERRY") BAKER; CASH
SPERRING MCVAY; DEVON
BENTLEY MERTZ; ERIC L.
WEINSTOCK; JEREMY VILLALOBOS
RANDALL ("RANDY") LEMON;
HEIDI KARLSEN; JESSE R. LACKEY;
JOHN ANTHONY ROURKE; WALTER
E. AUGUSTINE; DIRK RAPHAEL
("RAPHAEL") ADOLPH; MICHAEL D.
ALLMAN; TERRY LORENZO GRANT;
MICHAEL NOVAK; MICHAEL C.
FISK; JORDAN B. SANDERS;
NEDIALKA "NELLY" I. PETROVA;
JULIET TRAN; BEN FRITCH; PAUL
UNRUH; RONALD LINN ("RON")
BOWLING; JASON PAUL
CATANZARO; DAN J. IANELLO;
JOSHUA DANIEL TORRES; KEVIN P.
MACK; HAROLD JAMES KURTZ, III;
ALEXIS ("ALEX") PEREZ; BENJAMIN
T. LITTAUER; VINCENT WILLIAM
D'ORTONA; JOVANN SILVA
DELGADO; DAVID HARRIS;
NERALDO DODA; GREGORY
STEPHEN LOBERG; CRAIG EDWARD
TYLER; ART A. MARTELLO;
CARTER W. RUESS; BRADLEY
WHITE; ERIC EUGENE

1 RICHARDSON; VINCENT D'AMELIO;
2 CHARLES BYRON ("CHUCK")
3 GROSS, JR.; DONALD GERARD
4 ("DON") KISLAN; RORY THOMAS
5 FEELEY; MARCUS JORDAN CONN;
6 WILLIAM BEECHER; DAMON NEIL
7 BURGESS; ALEXANDER YUSUPOV;
8 RAFAL STANISLAW KULPA; JOSEPH
9 F. EDUARDO; DANIEL WERTER;
10 KARL NORBERT KOTAS; RUDY DE
11 DOMINICIS; NICOLE MARIE
12 LIEURANCE; HEALLAL
13 RASHIDZADA; JAMES MASSETTI,
14 JR.; ILGAR OLEGOVICH ABRAMOV;
15 TIMOTHY B. PLOUGH; JEFFREY
16 RILEY ("JEFF") ROGERS; JAMES
17 WESLEY PRIDGEN; MARIO
18 MANKAS; ERIK CHRISTOPHER
19 NELSON; TREVOR JAMES
20 PETERSEN; DAVID CHARLES RYAN;
21 LANDON RAY GRUBB; DEREK G.
22 YEARWOOD; KENNETH DANIEL
23 TOOMEY; SAMUEL RYAN ("SAM")
24 BREAZEAL; TRENT SPENCER
25 JOHNSON; CHRISTOPHER SCOTT
26 TAYLOR; TRACY LEE HEATH;
27 BRENDA G. ABBLEY; PEYTON R.
28 GILPIN; SCOTT MELVIN NOEL;
STEPHEN T. MELVIN; RANDY S.

TREECE; JOSEPH LEE MORRIS;
JOHN ALAN CORELLA; MICHAEL
WAYNE TAYLOR, JR.; DERECK
JAMES ERNEST; ARTHUR STEVEN
("ARTIE") MARTELLO; JACOB HYDE
DEWEY; RODRICK D. JONES; NEIL
DESMOND; ERIC S. JENSEN;
MARCUS AARON YOUNG;
MUSTUJAB HAIDER ("MK")
KIRMANI; DANIEL RAY GOERTZ;
CHRISTOPHER SCOTT ("CHRIS")
DOSS; BRIAN EDWARD PURVIS;
JAMES RAY OWEN; ZACHARY
ROBERT ("ZACH") SOLDWEDEL;
DEREK KARL EIRISH; ROBERT A.
THORPE; MICHAEL WILLIAM
CUMMINGS; BRIAN MCDONNELL
CALLAHAN; DUSTIN ANDREW
FALK; MICHAEL S. MIKULA;
DANIEL BUCKLEY HAYES; DAVID
PHILIP BOON; JOHN HAINRICH
WHEELOCK; GILBERTO
ALEJANDRO PAEZ; DOUGLAS
AARON EDWARDS; JULIE JONELL
("JJ") BARRETT,

Plaintiffs

v.

ATOMIC PROTOCOL SYSTEMS OÜ
D/B/A ATOMIC WALLET,

1 EVERCODE INFINITE D/B/A
2 EVERCODE LAB, KONSTANTIN
3 GLADYSHEV A/K/A KONSTANTIN
4 GLADYCH, ILIA BRUSOV A/K/A
5 ILYA BEREZOVSKY A/K/A ILYA
6 BERE, AND PAVEL SOKOLOV
7 A/K/A PAUL SOKOLOV,

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Defendants.

Plaintiffs file this Complaint on behalf of themselves, and all other similarly situated users of Atomic Wallet consumers, against Defendants Atomic Protocol Systems OÜ d/b/a Atomic Wallet (hereinafter “Atomic Wallet”), Evercode Infinite d/b/a Evercode Lab (hereinafter, “Evercode Lab”), Konstantin Gladyshev a/k/a Konstantin Gladych (hereinafter, “Gladyshev”), Ilia Brusov a/k/a Ilya Berezovsky a/k/a Ilya Bere (hereinafter, “Brusov”), and Pavel Sokolov a/k/a Paul Sokolov (hereinafter, “Sokolov”).

INTRODUCTION

1. This is a class action brought on behalf of all United States users of Atomic Wallet who have suffered damages as a result of Defendants’ negligent,

1 fraudulent, and unlawful conduct in connection with its cryptocurrency platform.

2 2. Plaintiffs in this case deposited cryptocurrency with Atomic Wallet, a
3 decentralized “wallet” that accommodates various cryptocurrencies and is available
4 to users on both a desktop and mobile application.
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6 3. Atomic Wallet is owned, designed, operated, and advertised by
7 Defendants who, together under false aliases, operate a web interrelated of crypto
8 blockchain companies incorporated in various countries throughout the world to
9 disguise their Russian origins from the public and from regulators.
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11 4. As a result of Defendants’ negligent, fraudulent, and unlawful
12 conduct, countless Atomic Wallet user wallets around the world were hacked by
13 North Korean hackers, resulting in the loss of over \$100,000,000.00 (100 million)
14 USD worth of cryptocurrency related assets on or about June 3, 2023.
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16 5. Defendants knew of existing security vulnerabilities in the Atomic
17 Wallet platform since at least as early as April 2021 but failed to take necessary
18 security measures or precautions to protect user data and funds. In particular,
19 Defendants were informed by its security auditor Least Authority that funds held
20 in Atomic Wallet may be at risk due to “existing security vulnerabilities” and that
21 Atomic Wallet should not be deployed or used until the security vulnerabilities were
22 sufficiently remediated but took no measures to inform users of those risks or protect
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1 against those risks.¹

2 6. Least Authority issued a report finding that that “the design and
3 implementation of the Atomic Wallet system does not sufficiently demonstrate
4 considerations for security and places current users of the wallet at significant risk.”
5 And that the platform was “insufficiently secure in protecting user assets and private
6 data.”² Least Authority warned Defendants of concluded:
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9 **In addition, until the issues and suggestions outlined in the report**
10 **have been sufficiently remediated and the Atomic Wallet has**
11 **undergone subsequent security audits, we strongly recommend**
12 **against the Atomic Wallet’s deployment and use.”³**

13 7. Least Authority highlighted security risks for Defendants, including
14 but not limited to:
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- 16 • current users are vulnerable to a range of attacks that may lead to the total
17 loss of user funds, specifically due to the current use and implementation of
18 cryptography;
- 19 • a lack of adherence to wallet system design and development standards and
20 best practices, reducing the overall security of the system and increasing the
21 Atomic Wallet’s attack surface;
- 22 • a lack of robust project documentation and a comprehensive test suite; and
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27 ¹ <https://web.archive.org/web/20220210153123/https://leastauthority.com/blog/disclosure-of-security-vulnerabilities-in-atomic-wallet/> (last accessed June 13, 2023).

28 ² *Id.*

³ *Id.* (emphasis in original).

- an incorrect use of Electron, a framework for building desktop applications, leading to an increased risk of potential security vulnerabilities and implementation errors; and
- as out-of-date and unmaintained dependencies.⁴

8. Despite knowledge of security vulnerabilities, and recommendations to assess those vulnerabilities and protect user assets, Defendants failed to implement reasonable safeguards. As a result, the Atomic Wallet platform was hacked and the Plaintiffs' funds stolen. Plaintiffs' wallets were vulnerable because of Defendants failure to implement security measures including those recommended by its own consulting security safety group and other measures that a reasonable company in the same industry should have implemented under the circumstances.

9. These additional security measures also include but are limited to: implementing security practices that prevent the installation of unauthorized software; and/or implementing company-wide training and education on best practices when performing job functions that have a potential to introduce vulnerabilities and/or unauthorized disclosure of private information or transfer of cryptocurrency.

10. As a result of Defendants' failures, over \$100 Million in US Dollar

⁴ <https://web.archive.org/web/20220210153123/https://leastauthority.com/blog/disclosure-of-security-vulnerabilities-in-atomic-wallet/> (last accessed June 13, 2023) (emphasis added).

equivalents were stolen from thousands of users who used the Atomic Wallet platform.

PARTIES

I. Plaintiffs

A. California Class Representatives

11. Plaintiff Petru Alasu is a citizen and resident of the State of California. Plaintiff currently resides in Fountain Valley, California and resided in Tustin Ranch, California at the time of the hack. Plaintiff viewed sponsored advertisements about Atomic Wallet on YouTube while located in Tustin Ranch, California. Plaintiff downloaded the Atomic Wallet mobile app and desktop app via the Apple App Store, Google Play, and Windows 10 while located in Tustin Ranch, California. While located in Tustin Ranch, California, Plaintiff was provided by Evercode and Atomic Wallet with a mnemonic seed phrase, which Defendants represented would keep their cryptocurrency secure. Plaintiff downloaded Atomic Wallet app updates, made available by Evercode, while located in Tustin Ranch, California. Plaintiff communicated with Atomic Wallet via a U.S.-based email and a U.S.-based phone number while located in Tustin Ranch, California. Following the hack, Plaintiff completed an “Unauthorized Transaction report” Google Form provided by Atomic Wallet, wherein Plaintiff identified to Defendants that he was located in Tustin Ranch, California. Plaintiff is a natural person over the age of 21 and is otherwise

1 *sui juris*. Plaintiff and class members, pursuant to contract with and solicitations
2 from Defendants, purchased, repurchased, invested, and/or reinvested
3 cryptocurrency and held funds using the Atomic Wallet platform while in California.
4 Plaintiff's transactions spanned from approximately June 15, 2022, through
5 approximately June 3, 2023, at which point approximately \$12,653 of Plaintiff's
6 funds were stolen, while located in Tustin Ranch, California. As a result, Plaintiff
7 sustained significant damages for which Defendants are liable.
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10 12. Plaintiff Keith Babbitt is a citizen and resident of the State of California.
11 Plaintiff currently resides in Hawthorne, California and resided in Hawthorne,
12 California at the time of the hack. Plaintiff viewed sponsored advertisements about
13 Atomic Wallet on YouTube and Twitter while located in Hawthorne, California.
14 Plaintiff downloaded the Atomic Wallet mobile app and desktop app via the Apple
15 App Store and Windows while located in Hawthorne, California. While located in
16 Hawthorne, California, Plaintiff was provided by Evercode and Atomic Wallet with
17 a mnemonic seed phrase, which Defendants represented would keep their
18 cryptocurrency secure. Plaintiff downloaded Atomic Wallet app updates, made
19 available by Evercode, while located in Hawthorne, California. Plaintiff
20 communicated with Atomic Wallet via a U.S.-based email and Atomic Wallet's chat
21 functionality while located in Hawthorne, California. Following the hack, Plaintiff
22 completed an "Unauthorized Transaction report" Google Form provided by Atomic
23 Wallet, wherein Plaintiff identified to Defendants that he was located in Hawthorne,
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1 California. Plaintiff is a natural person over the age of 21 and is otherwise *sui juris*.
2 Plaintiff and class members, pursuant to contract with and solicitations from
3 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
4 held funds using the Atomic Wallet platform while in California. Plaintiff's
5 transactions spanned from approximately October 5, 2020, through approximately
6 June 3, 2023, at which point approximately \$21,661.61 of Plaintiff's funds were
7 stolen while Plaintiff resided in Hawthorne, California. As a result, Plaintiff
8 sustained significant damages for which Defendants are liable.

11 13. Plaintiff Amit Bhattacharya is a citizen and resident of the State of
12 California. Plaintiff currently resides in San Diego, California and resided in San
13 Diego, California at the time of the hack. Plaintiff viewed sponsored advertisements
14 about Atomic Wallet on Twitter while located in San Diego, California. Plaintiff
15 downloaded the Atomic Wallet desktop app via the Apple App Store while located
16 in San Diego, California. While located in San Diego, California, Plaintiff was
17 provided by Evercode and Atomic Wallet with a mnemonic seed phrase, which
18 Defendants represented would keep their cryptocurrency secure. Plaintiff
19 downloaded Atomic Wallet app updates, made available by Evercode, while located
20 in San Diego, California. Plaintiff communicated with Atomic Wallet via a U.S.-
21 based email while located in San Diego, California. Following the hack, Plaintiff
22 completed an "Unauthorized Transaction report" Google Form provided by Atomic
23 Wallet, wherein Plaintiff identified to Defendants that he was located in San Diego,
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1 California. Plaintiff is a natural person over the age of 21 and is otherwise *sui juris*.
2 Plaintiff and class members, pursuant to contract with and solicitations from
3 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
4 held funds using the Atomic Wallet platform while in California. Plaintiff's
5 transactions spanned from approximately May 14, 2021, through approximately
6 June 2, 2023, at which point approximately \$42,000 of Plaintiff's funds were stolen.
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8 As a result, Plaintiff sustained significant damages for which Defendants are liable.

10 14. Plaintiff John Briscoe is a citizen and resident of the State of California.
11 Plaintiff currently resides in Lodi, California and resided in Lodi, California at the
12 time of the hack. When Plaintiff opened an account on Atomic Wallet, Plaintiff
13 linked a U.S. bank account to Atomic Wallet to wire money for purchasing and
14 trading cryptocurrency. Plaintiff viewed sponsored advertisements about Atomic
15 Wallet while located in Lodi, California. Plaintiff downloaded the Atomic Wallet
16 mobile app and via the Android Store while located in Lodi, California. While
17 located in Lodi, California, Plaintiff was provided by Evercode and Atomic Wallet
18 with a mnemonic seed phrase, which Defendants represented would keep their
19 cryptocurrency secure. Plaintiff downloaded Atomic Wallet app updates, made
20 available by Evercode, while located in Lodi, California. Plaintiff communicated
21 with Atomic Wallet via a U.S.-based email while located in Lodi, California.
22 Plaintiff is a natural person over the age of 21 and is otherwise *sui juris*. Plaintiff
23 and class members, pursuant to contract with and solicitations from Defendants,
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1 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
2 using the Atomic Wallet platform while in California. Plaintiff's transactions
3 spanned from approximately May 12, 2021, through approximately June 2, 2023, at
4 which point approximately \$59,436 of Plaintiff's funds were stolen. As a result,
5 Plaintiff sustained significant damages for which Defendants are liable.
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7 15. Plaintiff Raman Garg is a citizen and resident of the State of California.
8 Plaintiff currently resides in San Ramon, California and resided in San Ramon,
9 California at the time of the hack. Plaintiff viewed sponsored advertisements about
10 Atomic Wallet on Twitter and via various social media influencers while located in
11 San Ramon, California. Plaintiff downloaded the Atomic Wallet desktop app via
12 Windows while located in San Ramon, California. While located in San Ramon,
13 California, Plaintiff was provided by Evercode and Atomic Wallet with a mnemonic
14 seed phrase, which Defendants represented would keep their cryptocurrency secure.
15 Plaintiff downloaded Atomic Wallet app updates, made available by Evercode,
16 while located in San Ramon, California. Plaintiff communicated with Atomic Wallet
17 via a U.S.-based email and Atomic Wallet's support ticket functionality while
18 located in San Ramon, California. Plaintiff is a natural person over the age of 21 and
19 is otherwise *sui juris*. Plaintiff and class members, pursuant to contract with and
20 solicitations from Defendants, purchased, repurchased, invested, and/or reinvested
21 cryptocurrency and held funds using the Atomic Wallet platform while in California.
22 Plaintiff's transactions spanned from approximately May 30, 2019, through
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1 approximately June 3, 2023, at which point approximately \$10,632 of Plaintiff's
2 funds were stolen. As a result, Plaintiff sustained significant damages for which
3 Defendants are liable.

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5 16. Plaintiff Daniel Griffin is a citizen and resident of the State of
6 California. Plaintiff currently resides in San Diego, California and resided in San
7 Diego, California at the time of the hack. Plaintiff viewed sponsored advertisements
8 via banner links on hardware websites about Atomic Wallet while located in San
9 Diego, California. Plaintiff downloaded the Atomic Wallet desktop app via
10 Windows while located in San Diego, California. While located in San Diego,
11 California, Plaintiff was provided by Evercode and Atomic Wallet with a mnemonic
12 seed phrase, which Defendants represented would keep their cryptocurrency secure.
13 Plaintiff downloaded Atomic Wallet app updates, made available by Evercode,
14 while located in San Diego, California. Plaintiff communicated with Atomic Wallet
15 via its chat functionality while located in San Diego, California. Following the hack,
16 Plaintiff completed an "Unauthorized Transaction report" Google Form provided by
17 Atomic Wallet, wherein Plaintiff identified to Defendants that he was located in San
18 Diego, California. Plaintiff is a natural person over the age of 21 and is otherwise
19 *sui juris*. Plaintiff and class members, pursuant to contract with and solicitations
20 from Defendants, purchased, repurchased, invested, and/or reinvested
21 cryptocurrency and held funds using the Atomic Wallet platform while in California.
22 Plaintiff's transactions spanned from approximately May 1, 2021, through
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1 approximately June 3, 2023, at which point approximately \$29,000 of Plaintiff's
2 funds were stolen. As a result, Plaintiff sustained significant damages for which
3 Defendants are liable.

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5 17. Plaintiff Francisco Gutierrez is a citizen and resident of the State of
6 California. Plaintiff currently resides in El Centro, California and resided in El
7 Centro, California at the time of the hack. Plaintiff viewed sponsored advertisements
8 about Atomic Wallet via YouTube while located in El Centro, California. Plaintiff
9 downloaded the Atomic Wallet mobile app via Google Play while located in El
10 Centro, California. While located in El Centro, California, Plaintiff was provided by
11 Evercode and Atomic Wallet with a mnemonic seed phrase, which Defendants
12 represented would keep their cryptocurrency secure. Plaintiff downloaded Atomic
13 Wallet app updates, made available by Evercode, while located in El Centro,
14 California. Plaintiff communicated with Atomic Wallet via a U.S.-based email
15 address while located in El Centro, California. Following the hack, Plaintiff
16 completed an "Unauthorized Transaction report" Google Form provided by Atomic
17 Wallet, wherein Plaintiff identified to Defendants that he was located in El Centro,
18 California. Plaintiff is a natural person over the age of 21 and is otherwise *sui juris*.
19 Plaintiff and class members, pursuant to contract with and solicitations from
20 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
21 held funds using the Atomic Wallet platform while in California. Plaintiff's
22 transactions spanned from approximately February 25, 2019, through approximately
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June 3, 2023, at which point approximately \$26,170 of Plaintiff's funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

18. Plaintiff Aaron Jensen is a citizen and resident of the State of California. Plaintiff currently resides in Chula Vista, California and resided in Chula Vista, California at the time of the hack. Plaintiff viewed sponsored advertisements about Atomic Wallet via Twitter while located in Chula Vista, California. Plaintiff downloaded the Atomic Wallet mobile app and desktop app via Apple App Store and Windows while located in Chula Vista, California. While located in Chula Vista, California, Plaintiff was provided by Evercode and Atomic Wallet with a mnemonic seed phrase, which Defendants represented would keep their cryptocurrency secure. Plaintiff downloaded Atomic Wallet app updates, made available by Evercode, while located in Chula Vista, California. Plaintiff communicated with Atomic Wallet via a U.S.-based email address while located in Chula Vista, California. Following the hack, Plaintiff completed an "Unauthorized Transaction report" Google Form provided by Atomic Wallet, wherein Plaintiff identified to Defendants that he was located in Chula Vista, California. Plaintiff is a natural person over the age of 21 and is otherwise *sui juris*. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in California. Plaintiff's transactions spanned from approximately July 22, 2021, through approximately June 3, 2023, at which point approximately \$11,585 of Plaintiff's

1 funds were stolen. As a result, Plaintiff sustained significant damages for which
2 Defendants are liable.

3 19. Plaintiff James Long is a citizen and resident of the State of California.
4 Plaintiff currently resides in Encinitas, California and resided in Carlsbad, California
5 at the time of the hack. Plaintiff viewed sponsored advertisements about Atomic
6 Wallet via YouTube while located in Carlsbad, California. Plaintiff downloaded the
7 Atomic Wallet mobile app and desktop app via Google Play and Windows while
8 located in Carlsbad, California. While located in Carlsbad, California, Plaintiff was
9 provided by Evercode and Atomic Wallet with a mnemonic seed phrase, which
10 Defendants represented would keep their cryptocurrency secure. Plaintiff
11 downloaded Atomic Wallet app updates, made available by Evercode, while located
12 in Carlsbad, California. Plaintiff communicated with Atomic Wallet via a U.S.-based
13 email address and the Atomic Wallet chat functionality while located in Carlsbad,
14 California. Following the hack, Plaintiff completed an “Unauthorized Transaction
15 report” Google Form provided by Atomic Wallet, wherein Plaintiff identified to
16 Defendants that he was located in Carlsbad, California. Plaintiff is a natural person
17 over the age of 21 and is otherwise *sui juris*. Plaintiff and class members, pursuant
18 to contract with and solicitations from Defendants, purchased, repurchased,
19 invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet
20 platform while in California. Plaintiff’s transactions spanned from approximately
21 May 26, 2020, through approximately June 3, 2023, at which point approximately
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1 \$44,176.77 of Plaintiff's funds were stolen. As a result, Plaintiff sustained
2 significant damages for which Defendants are liable.

3 20. Plaintiff Christopher Martha is a citizen and resident of the State of
4 California. Plaintiff currently resides in Mill Valley, California and resided in Mill
5 Valley, California at the time of the hack. Plaintiff viewed sponsored advertisements
6 about Atomic Wallet via YouTube and social media influencers while located in
7 Mill Valley, California. Plaintiff downloaded the Atomic Wallet desktop app via the
8 Apple App Store while located in Mill Valley, California. While located in Mill
9 Valley, California, Plaintiff was provided by Evercode and Atomic Wallet with a
10 mnemonic seed phrase, which Defendants represented would keep their
11 cryptocurrency secure. Plaintiff downloaded Atomic Wallet app updates, made
12 available by Evercode, while located in Mill Valley, California. Plaintiff
13 communicated with Atomic Wallet via a U.S.-based email address and the Atomic
14 Wallet chat functionality while located in Mill Valley, California. Following the
15 hack, Plaintiff completed an "Unauthorized Transaction report" Google Form
16 provided by Atomic Wallet, wherein Plaintiff identified to Defendants that he was
17 located in Mill Valley, California. Plaintiff is a natural person over the age of 21 and
18 is otherwise *sui juris*. Plaintiff and class members, pursuant to contract with and
19 solicitations from Defendants, purchased, repurchased, invested, and/or reinvested
20 cryptocurrency and held funds using the Atomic Wallet platform while in California.
21 Plaintiff's transactions spanned from approximately June 7, 2019, through
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1 approximately June 2, 2023, at which point approximately \$500,000 of Plaintiff's
2 funds were stolen. As a result, Plaintiff sustained significant damages for which
3 Defendants are liable.

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5 21. Plaintiff John Murray is a citizen and resident of the State of California.
6 Plaintiff currently resides in Santa Rosa, California and resided in Santa Rosa,
7 California at the time of the hack. Plaintiff viewed sponsored advertisements about
8 Atomic Wallet via Twitter while located in Santa Rosa, California. Plaintiff
9 downloaded the Atomic Wallet desktop app via Windows while located in Santa
10 Rosa, California. While located in Santa Rosa, California, Plaintiff was provided by
11 Evercode and Atomic Wallet with a mnemonic seed phrase, which Defendants
12 represented would keep their cryptocurrency secure. Plaintiff downloaded Atomic
13 Wallet app updates, made available by Evercode, while located in Santa Rosa,
14 California. Plaintiff communicated with Atomic Wallet via a U.S.-based email
15 address and the Atomic Wallet chat functionality while located in Santa Rosa,
16 California. Following the hack, Plaintiff completed an "Unauthorized Transaction
17 report" Google Form provided by Atomic Wallet, wherein Plaintiff identified to
18 Defendants that he was located in Santa Rosa, California. Plaintiff is a natural person
19 over the age of 21 and is otherwise *sui juris*. Plaintiff and class members, pursuant
20 to contract with and solicitations from Defendants, purchased, repurchased,
21 invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet
22 platform while in California. Plaintiff's transactions spanned from approximately
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1 January 1, 2019, through approximately June 2, 2023, at which point approximately
2 \$25,000 of Plaintiff's funds were stolen. As a result, Plaintiff sustained significant
3 damages for which Defendants are liable.
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5 22. Plaintiff Christopher Rodriquez is a citizen and resident of the State of
6 California. Plaintiff currently resides in Inglewood, California and resided in
7 Oxnard, California at the time of the hack. Plaintiff downloaded the Atomic Wallet
8 mobile app and desktop app via Google Play and Windows while located in Oxnard,
9 California. While located in Oxnard, California, Plaintiff was provided by Evercode
10 and Atomic Wallet with a mnemonic seed phrase, which Defendants represented
11 would keep their cryptocurrency secure. Plaintiff downloaded Atomic Wallet app
12 updates, made available by Evercode, while located in Oxnard, California. Plaintiff
13 communicated with Atomic Wallet via a U.S.-based email address while located in
14 Oxnard, California. Following the hack, Plaintiff completed an "Unauthorized
15 Transaction report" Google Form provided by Atomic Wallet, wherein Plaintiff
16 identified to Defendants that he was located in Oxnard, California. Plaintiff currently
17 resides in Oxnard, California and resided in Oxnard, California at the time of the
18 hack. Plaintiff viewed sponsored advertisements about Atomic Wallet via Twitter
19 while located in Oxnard, California. Plaintiff downloaded the Atomic Wallet
20 desktop app via Windows while located in Oxnard, California. While located in
21 Oxnard, California, Plaintiff was provided by Evercode and Atomic Wallet with a
22 mnemonic seed phrase, which Defendants represented would keep their
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1 cryptocurrency secure. Plaintiff downloaded Atomic Wallet app updates, made
2 available by Evercode, while located in Oxnard, California. Plaintiff communicated
3 with Atomic Wallet via a U.S.-based email address and the Atomic Wallet chat
4 functionality while located in Oxnard, California. Following the hack, Plaintiff
5 completed an “Unauthorized Transaction report” Google Form provided by Atomic
6 Wallet, wherein Plaintiff identified to Defendants that he was located in Oxnard,
7 California. Plaintiff is a natural person over the age of 21 and is otherwise *sui juris*.
8 Plaintiff and class members, pursuant to contract with and solicitations from
9 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
10 held funds using the Atomic Wallet platform while in California. Plaintiff’s
11 transactions spanned from approximately June 17, 2021, through approximately
12 June 2, 2023, at which point approximately \$25,995.75 of Plaintiff’s funds were
13 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
14 liable.
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20 23. Plaintiff James Routh is a citizen and resident of the State of California.
21 Plaintiff currently resides in San Marcos, California and resided in Saa Marcos,
22 California at the time of the hack. Plaintiff viewed sponsored advertisements about
23 Atomic Wallet via YouTube while located in San Marcos, California. Plaintiff
24 downloaded the Atomic Wallet desktop app via Windows while located in San
25 Marcos, California. While located in San Marcos, California, Plaintiff was provided
26 by Evercode and Atomic Wallet with a mnemonic seed phrase, which Defendants
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1 represented would keep their cryptocurrency secure. Plaintiff downloaded Atomic
2 Wallet app updates, made available by Evercode, while located in San Marcos,
3 California. Plaintiff communicated with Atomic Wallet via a U.S.-based email
4 address while located in San Marcos, California. Following the hack, Plaintiff
5 completed an “Unauthorized Transaction report” Google Form provided by Atomic
6 Wallet, wherein Plaintiff identified to Defendants that he was located in San Marcos,
7 California. Plaintiff is a natural person over the age of 21 and is otherwise *sui juris*.
8 Plaintiff and class members, pursuant to contract with and solicitations from
9 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
10 held funds using the Atomic Wallet platform while in California. Plaintiff’s
11 transactions spanned from approximately August 1, 2020, through approximately
12 June 3, 2023, at which point approximately \$21,078.43 of Plaintiff’s funds were
13 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
14 liable.
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20 **B. Nationwide / Multi-State Subclass Representatives**

21 **a. Arizona**

22 24. Plaintiff Boguslaw Richard Baranowski is a citizen and resident of the
23 State of Arizona. Plaintiff is a natural person over the age of 21 and is otherwise *sui*
24 *juris*. Plaintiff and class members, pursuant to contract with and solicitations from
25 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
26 held funds using the Atomic Wallet platform while in Arizona. Plaintiff’s
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1 transactions spanned from approximately 2022 through approximately 2023, at
2 which point approximately 29 Lido Staked Ether (stETH), 42,000 Ripple XRP
3 (XRP), 15,100.00 USD Coin (USDC), 0.33 Bitcoin (BTC), and 500 Tron (TRX) of
4 Plaintiff's funds were stolen. As a result, Plaintiff sustained significant damages for
5 which Defendants are liable.
6

7 25. Plaintiff Brian Joseph Tate is a citizen and resident of the State of
8 Arizona. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
9 Plaintiff and class members, pursuant to contract with and solicitations from
10 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
11 held funds using the Atomic Wallet platform while in Arizona. Plaintiff's
12 transactions spanned from approximately 2021 through approximately 2024, at
13 which point approximately 0.6949762 Bitcoin (BTC) Plaintiff's funds were stolen.
14 As a result, Plaintiff sustained significant damages for which Defendants are liable.
15
16

17 26. Plaintiff Labib Leo Jimenez-Gomez is a citizen and resident of the State
18 of Arizona. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
19 Plaintiff and class members, pursuant to contract with and solicitations from
20 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
21 held funds using the Atomic Wallet platform while in Arizona. Plaintiff's
22 transactions spanned from approximately 2020 through approximately 2023, at
23 which point approximately 20904.33 Cardano (ADA) of Plaintiff's funds were
24 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
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1 liable.

2 27. Plaintiff Elinor Carolyn Saunders is a citizen and resident of the State
3 of Arizona. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
4 Plaintiff and class members, pursuant to contract with and solicitations from
5 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
6 held funds using the Atomic Wallet platform while in Arizona. Plaintiff's
7 transactions spanned from approximately 2021 through approximately 2023, at
8 which point approximately 14.9998 Bitcoin (BTC), 16.4446 Bitcoin Cash (BCH),
9 25.03 Lido Staked Ether (stETH), 0.92 Ethereum (ETH), 190,500.9 USD Coin
10 (USDC), 2.0008 Bitcoin SV (BSV), 242.318 Tether (USDT), 223.0422 Litecoin
11 (LTC), 10632 Ripple XRP (XRP), 54 Chainlink (LINK), 19.999 Automata Network
12 (USD)(ATA), and 3946.9895 Tezos (XTZ) of Plaintiff's funds were stolen. As a
13 result, Plaintiff sustained significant damages for which Defendants are liable.
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18 **b. Colorado**

19 28. Plaintiff Graham Dickinson is a citizen and resident of the State of
20 Colorado. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
21 Plaintiff and class members, pursuant to contract with and solicitations from
22 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
23 held funds using the Atomic Wallet platform while in Colorado. Plaintiff's
24 transactions spanned from approximately 2022 through approximately 2023, at
25 which point approximately 0.084664497 Ethereum (ETH), 0.44622918 Bitcoin
26
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28

1 (BTC), 2,398.33 SingularityNET (AGIX), 215,778.36 Dione (DIONE), 4,997.34
2 Render (RNDR), 102.2269758 Solana (SOL), 72,315,115.44 Shiba Inu (SHIB),
3 10,028.29 Fantom (FTM), 197.804188 Tether (USDT), 1,645.28 Cronos (CRO), and
4 0.022627589 Ethereum (ETH) of Plaintiffs funds were stolen. As a result, Plaintiff
5 sustained significant damages for which Defendants are liable.
6

7 29. Plaintiff Paul Weston (“Weston”) Eden is a citizen and resident of the
8 State of Colorado. Plaintiff is a natural person over the age of 21 and is otherwise
9 sui juris. Plaintiff and class members, pursuant to contract with and solicitations
10 from Defendants, purchased, repurchased, invested, and/or reinvested
11 cryptocurrency and held funds using the Atomic Wallet platform while in Colorado.
12 Plaintiff’s transactions spanned from approximately 2019 through approximately
13 2023, at which point approximately 44,949.67 Ripple XRP (XRP) of Plaintiffs funds
14 were stolen. As a result, Plaintiff sustained significant damages for which
15 Defendants are liable.
16
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19 30. Plaintiff Jeffrey I. Ellis is a citizen and resident of the State of Colorado.
20 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
21 class members, pursuant to contract with and solicitations from Defendants,
22 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
23 using the Atomic Wallet platform while in Colorado. Plaintiff’s transactions spanned
24 from approximately 2021 through approximately 2023, at which point
25 approximately \$7,500.00 of Plaintiff’s funds were stolen. As a result, Plaintiff
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1 sustained significant damages for which Defendants are liable.

2 31. Plaintiff Chris Paul Horger is a citizen and resident of the State of
3 Colorado. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
4 Plaintiff and class members, pursuant to contract with and solicitations from
5 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
6 held funds using the Atomic Wallet platform while in Colorado. Plaintiff's
7 transactions spanned from approximately 2021 through approximately 2023, at
8 which point approximately 4.504 Bitcoin (BTC), 309.3 Litecoin (LTC), 75,889.96
9 Ripple XRP (XRP), 550.00 Chainlink (LINK), 52.5 Ethereum (ETH), 55813 Stellar
10 (XLM), and 13992 Cardano (ADA) of Plaintiffs funds were stolen. As a result,
11 Plaintiff sustained significant damages for which Defendants are liable.
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15 32. Plaintiff Andrzej Jakubowski is a citizen and resident of the State of
16 Colorado. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
17 Plaintiff and class members, pursuant to contract with and solicitations from
18 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
19 held funds using the Atomic Wallet platform while in Colorado. Plaintiff's
20 transactions spanned from approximately 2021 through approximately 2023, at
21 which point approximately 0.28854256 Bitcoin (BTC) of Plaintiffs funds were
22 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
23 liable.
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28 **c. Connecticut**

33. Plaintiff Robert E. Meany is a citizen and resident of the State of Connecticut. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Connecticut. Plaintiff's transactions spanned from approximately 2021 through approximately 2023, at which point approximately 11.98505368 Ethereum (ETH), 0.42794058 Bitcoin (BTC), and 207.1127 Solana (SOL) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

34. Plaintiff John M. Rotondo is a citizen and resident of the State of Connecticut. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Connecticut. Plaintiff's transactions spanned from approximately 2022 through approximately 2023, at which point approximately 120727 Ripple XRP (XRP), 8353.6 Enjin (ENJ), 311 Polygon (MATIC), 0.061 Ethereum (ETH), 71,093 Stellar (XLM), 18349 Cardano (ADA), and 24849 Chiliz (CHZ) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

d. Florida

35. Plaintiff Donald C. Simonton, Jr. is a citizen and resident of the State

1 of Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
2 Plaintiff and class members, pursuant to contract with and solicitations from
3 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
4 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
5 spanned from approximately 2023 through approximately 2023, at which point
6 approximately 0.9990387 Bitcoin (BTC), 7.81288463 Arbitrum (ETHARB),
7 127.262688 USD Coin (USDC), 0.020793467 Ethereum (ETH), 1007.700496
8 Dogecoin (DOGE), 3,528.47 Ravencoin (RVN), and 5,679.53 Atomic Wallet Coin
9 (AWC) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant
10 damages for which Defendants are liable.
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14 36. Plaintiff Todd Edward Gammon is a citizen and resident of the State of
15 Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
16 Plaintiff and class members, pursuant to contract with and solicitations from
17 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
18 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
19 spanned from approximately 2021 through approximately 2023, at which point
20 approximately 91,961.46 Ripple XRP (XRP) and 63,980.24 Stellar (XLM) of
21 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
22 which Defendants are liable.
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26 37. Plaintiff Stephen Martin Huish is a citizen and resident of the State of
27 Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
28

1 Plaintiff and class members, pursuant to contract with and solicitations from
2 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
3 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
4 spanned from approximately 2021 through approximately 2023, at which point
5 approximately 210172.5548 Cardano (ADA) of Plaintiffs funds were stolen. As a
6 result, Plaintiff sustained significant damages for which Defendants are liable.
7
8

9 38. Plaintiff Gerald Joseph ("Jerry") Baker is a citizen and resident of the
10 State of Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui
11 juris. Plaintiff and class members, pursuant to contract with and solicitations from
12 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
13 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
14 spanned from approximately 2020 through 2023, at which point approximately
15 0.30518979 Bitcoin (BTC) of Plaintiffs funds were stolen. As a result, Plaintiff
16 sustained significant damages for which Defendants are liable.
17
18

19 39. Plaintiff Cash Sperring McVay is a citizen and resident of the State of
20 Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
21 Plaintiff and class members, pursuant to contract with and solicitations from
22 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
23 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
24 spanned from approximately 2023 through approximately 2023, at which point
25 approximately 450,016.64 USD Coin (USDC), and 0.031526756 Ethereum (ETH)
26
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28

1 of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages
2 for which Defendants are liable.

3 40. Plaintiff Devon Bentley Mertz is a citizen and resident of the State of
4 Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
5 Plaintiff and class members, pursuant to contract with and solicitations from
6 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
7 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
8 spanned from approximately 2020 through approximately 2023, at which point
9 approximately 1.77617879 Bitcoin (BTC) of Plaintiffs funds were stolen. As a
10 result, Plaintiff sustained significant damages for which Defendants are liable.
11

12 41. Plaintiff Eric L. Weinstock is a citizen and resident of the State of
13 Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
14 Plaintiff and class members, pursuant to contract with and solicitations from
15 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
16 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
17 spanned from approximately 2019 through approximately 2023, at which point
18 approximately 8.001778 Bitcoin (BTC), 180583.9009 Tether (USDT), 584666 Tron
19 (TRX), 614360.3991 Cardano (ADA), 166.2434765 Ethereum (ETH), 48,742.44
20 Enjin (ENJ), 11,230.17 Decentraland (MANA), 7.81854974 Compound (COMP),
21 163.0707072 Uniswap (UNI), 7,358.55 Basic Attention Token (BAT), 47,345
22 FunFair (FUN), 1,990,083 Holo (HOT), 5,975 Chiliz (CHZ), 121,266,204 Shiba Inu
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(SHIB), 15,881.14 Audius (AUDIO), 105.8068035 Aave (AAVE), 2,495.60 iExec RLC (RLC), 24,994.60 Aelf (ELF), 39,672.55 The Graph (GRT), 20,820.27 Ren (REN), 4,970 aelf (ELF), 2,093.40 Polkadot (DOT), 60.7547 Litecoin (LTC), 65.66529377 Zcash (ZEC), 27072.1584 Algorand (ALGO), 72,013.51 Stellar (XLM), 23.40093631 Bitcoin Cash (BCH), 74999 Ravencoin (RVN), 7,861.82 0x Protocol (ZRX), and 7,477.34 Chainlink (LINK) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

42. Plaintiff Julie Jonell (“JJ”) Barrett is a citizen and resident of the State of Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Florida. Plaintiff’s transactions spanned from approximately 2017 through approximately 2023, at which point approximately 1.1967 Bitcoin (BTC), 18.12 Ethereum (ETH), 473,926,945.23 Shiba Inu (SHIB), 8,844 Ripple XRP (XRP), 477.19 Chainlink (LINK), and 88.6284 Tron (TRX) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

43. Plaintiff Jeffrey Exposito is a citizen and resident of the State of Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds

1 using the Atomic Wallet platform while in Florida. Plaintiff's transactions spanned
2 from approximately 2018 through approximately 2023, at which point
3 approximately 1.49 Bitcoin (BTC) of Plaintiffs funds were stolen. As a result,
4 Plaintiff sustained significant damages for which Defendants are liable.
5

6 44. Plaintiff Christopher Lane Bennett is a citizen and resident of the State
7 of Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
8 Plaintiff and class members, pursuant to contract with and solicitations from
9 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
10 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
11 spanned from approximately 2020 through approximately 2023, at which point
12 approximately 821.2017 Chainlink (LINK), 1164.0011 Basic Attention Token
13 (BAT), 233713452.3 Shiba Inu (SHIB), 27127.0399 Tether (USDT), 82055.8461
14 USD Coin (USDC), 0.00764828 Bitcoin (BTC), 214.5496 Litecoin (LTC),
15 2196.7949 Polygon (MATIC), 634235.1634 DigiByte (DGB), 1707.9819 Theta
16 (THETA), 50950.7548 Stellar (XLM), 370 Neo (NEO), 3.06312078 Ethereum
17 (ETH), 1920.8 Ark (ARK), 53.7865 Qtum (QTUM), 34.9399 Bitcoin Gold (BTG),
18 and 149.915 Waves (WAVES) of Plaintiffs funds were stolen. As a result, Plaintiff
19 sustained significant damages for which Defendants are liable.
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25 45. Plaintiff Jeremy Villalobos is a citizen and resident of the State of
26 Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
27 Plaintiff and class members, pursuant to contract with and solicitations from
28

1 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
2 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
3 spanned from approximately 2021 through approximately 2023, at which point
4 approximately 101187.0958 Tether (USDT), and 0.181319593 Ethereum (ETH) of
5 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
6 which Defendants are liable.
7

8
9 46. Plaintiff Randall ("Randy") Lemon is a citizen and resident of the State
10 of Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
11 Plaintiff and class members, pursuant to contract with and solicitations from
12 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
13 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
14 spanned from approximately 2020 through approximately 2023, at which point
15 approximately 4.2626 Bitcoin (BTC), 8458 Cardano (ADA), 8417 Polygon
16 (MATIC), 19741 COTI (COTI), and 36269 Chiliz (CHZ) of Plaintiffs funds were
17 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
18 liable.
19

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22 47. Plaintiff Heidi Karlsen is a citizen and resident of the State of Florida.
23 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
24 class members, pursuant to contract with and solicitations from Defendants,
25 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
26 using the Atomic Wallet platform while in Florida. Plaintiff's transactions spanned
27
28

1 from approximately 2020 through approximately 2023, at which point
2 approximately 0.75847116 Bitcoin (BTC), and 1.69807677 Ethereum (ETH) of
3 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
4 which Defendants are liable.
5

6 48. Plaintiff Jesse R. Lackey is a citizen and resident of the State of Florida.
7 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
8 class members, pursuant to contract with and solicitations from Defendants,
9 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
10 using the Atomic Wallet platform while in Florida. Plaintiff's transactions spanned
11 from approximately 2020 through approximately 2023, at which point
12 approximately 21350 Cardano (ADA), 359.45 Chainlink (LINK), 1,296,447.00
13 Shiba Inu (SHIB), 130,256.00 Telcoin (TEL), and 209069 Dent (DENT) of Plaintiffs
14 funds were stolen. As a result, Plaintiff sustained significant damages for which
15 Defendants are liable.
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20 49. Plaintiff John Anthony Rourke is a citizen and resident of the State of
21 Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
22 Plaintiff and class members, pursuant to contract with and solicitations from
23 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
24 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
25 spanned from approximately 2022 through approximately 2023, at which point
26 approximately 3.9718847 Bitcoin (BTC) of Plaintiffs funds were stolen. As a result,
27
28

1 Plaintiff sustained significant damages for which Defendants are liable.

2 50. Plaintiff Walter E. Augustine is a citizen and resident of the State of
3 Florida. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
4 Plaintiff and class members, pursuant to contract with and solicitations from
5 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
6 held funds using the Atomic Wallet platform while in Florida. Plaintiff's transactions
7 spanned from approximately 2016 through approximately 2023, at which point
8 approximately 29123 Ripple XRP (XRP) of Plaintiffs funds were stolen. As a result,
9 Plaintiff sustained significant damages for which Defendants are liable.

13 51. Plaintiff Dirk Raphael ("Raphael") Adolph is a citizen and resident of
14 the State of Florida. Plaintiff is a natural person over the age of 21 and is otherwise
15 sui juris. Plaintiff and class members, pursuant to contract with and solicitations
16 from Defendants, purchased, repurchased, invested, and/or reinvested
17 cryptocurrency and held funds using the Atomic Wallet platform while in Florida.
18 Plaintiff's transactions spanned from approximately 2019 through approximately
19 2023, at which point approximately 91.9246 Ethereum (ETH) of Plaintiffs funds
20 were stolen. As a result, Plaintiff sustained significant damages for which
21 Defendants are liable.

25 **e. Georgia**

26 52. Plaintiff Michael D. Allman is a citizen and resident of the State of
27 Georgia. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
28

1 Plaintiff and class members, pursuant to contract with and solicitations from
2 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
3 held funds using the Atomic Wallet platform while in Georgia. Plaintiff's
4 transactions spanned from approximately 2021 through approximately [Date 2023,
5 at which point approximately 9.5432 Ethereum (ETH), and 267 Polkadot (DOT) of
6 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
7 which Defendants are liable.
8

10 53. Plaintiff Terry Lorenzo Grant is a citizen and resident of the State of
11 Georgia. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
12 Plaintiff and class members, pursuant to contract with and solicitations from
13 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
14 held funds using the Atomic Wallet platform while in Georgia. Plaintiff's
15 transactions spanned from approximately 2017 through approximately 2023, at
16 which point approximately 7.0632 Lido Staked Ether (stETH), 135178241 Pepe
17 (PEPE), and 10.24 Fantom (FTM) of Plaintiffs funds were stolen. As a result,
18 Plaintiff sustained significant damages for which Defendants are liable.
19
20
21

22 **f. Iowa**
23

24 54. Plaintiff Michael Novak is a citizen and resident of the State of Iowa.
25 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
26 class members, pursuant to contract with and solicitations from Defendants,
27 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
28

1 using the Atomic Wallet platform while in Iowa. Plaintiff's transactions spanned
2 from approximately 2021 through approximately 2023, at which point
3 approximately 18033.4282 Stellar (XLM), 31901.805 Ripple XRP (XRP),
4 0.569637339 Ethereum (ETH), and 0.39565 Binance USD (BUSD) of Plaintiffs
5 funds were stolen. As a result, Plaintiff sustained significant damages for which
6 Defendants are liable.
7

8
9 **g. Idaho**

10 55. Plaintiff Michael C. Fisk is a citizen and resident of the State of Idaho.
11 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
12 class members, pursuant to contract with and solicitations from Defendants,
13 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
14 using the Atomic Wallet platform while in Idaho. Plaintiff's transactions spanned
15 from approximately 2023 through approximately 2023, at which point
16 approximately 15,068.29 Ripple XRP (XRP) of Plaintiffs funds were stolen. As a
17 result, Plaintiff sustained significant damages for which Defendants are liable.
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21 **h. Illinois**

22 56. Plaintiff Jordan B. Sanders is a citizen and resident of the State of
23 Illinois. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
24 Plaintiff and class members, pursuant to contract with and solicitations from
25 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
26 held funds using the Atomic Wallet platform while in Illinois. Plaintiff's transactions
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1 spanned from approximately 2021 through approximately 2023, at which point
2 approximately 3776.6622 Ripple XRP (XRP), 72.9923 Dash (DASH), 37.8166
3 Bitcoin Cash (BCH), and 344,356.32 DigiByte (DGB) of Plaintiffs funds were
4 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
5 liable.
6

7 57. Plaintiff Nedialka “Nelly” I. Petrova is a citizen and resident of the
8 State of Illinois. Plaintiff is a natural person over the age of 21 and is otherwise sui
9 juris. Plaintiff and class members, pursuant to contract with and solicitations from
10 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
11 held funds using the Atomic Wallet platform while in Illinois. Plaintiff’s transactions
12 spanned from approximately 2019 through approximately 2023, at which point
13 approximately 14938 Ripple XRP (XRP), 150303 DigiByte (DGB), 1.44 Ethereum
14 (ETH), 1,850,000,000 Shiba Inu (SHIB), 3950 Tether (USDT), 56598 Dogecoin
15 (DOGE), 35581 Cardano (ADA), 198607 XYO (XYO), 110822 Reef (REEF), and
16 9033 Loopring (LRC) of Plaintiffs funds were stolen. As a result, Plaintiff sustained
17 significant damages for which Defendants are liable.
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22 58. Plaintiff Juliet Tran is a citizen and resident of the State of Illinois.
23 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
24 class members, pursuant to contract with and solicitations from Defendants,
25 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
26 using the Atomic Wallet platform while in Illinois. Plaintiff’s transactions spanned
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from approximately 2016 through approximately 2023, at which point approximately 1.6356 Bitcoin (BTC), 13.8054 Ethereum (ETH), 20,000.56 Polygon (MATIC), 51,160.68 Fantom (FTM), 46.0793 Binance Coin (BNB), 28,607 Ripple XRP (XRP), 32,171.25 Cardano (ADA), 502.2945 Chainlink (LINK), 5,352.95 Decentraland (MANA), 28,241,909.35 Shiba Inu (SHIB), 1,062.17 Enjin (ENJ), 81.0792 Synthetix(SNX) [now called Havven (HAV)], 88,934.33 Verasity (VRA), 91.4652 Polkadot (DOT), 500.0485 0x Protocol (ZRX), 555.5795 COTI (COTI), 35.8028 USD Coin (USDC), 119.352391 Tron (TRX), 18406174.08 Non-fungible Token (NFT), 651.5444 EthLend (LEND), 1002.1179 Kyber Network Crystal v2 (KNC), 0.615479036 Just (JST), and 112713.6744 Wink (WIN) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

i. Indiana

59. Plaintiff Ben Fritch is a citizen and resident of the State of Indiana. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Indiana. Plaintiff's transactions spanned from approximately 2021 through approximately 2023, at which point approximately 80.04 Quant (QNT), and 0.145 Ethereum (ETH) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which

1 Defendants are liable.

2 **j. Kansas**

3 60. Plaintiff Paul Unruh is a citizen and resident of the State of Kansas.
4 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
5 class members, pursuant to contract with and solicitations from Defendants,
6 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
7 using the Atomic Wallet platform while in Kansas. Plaintiff's transactions spanned
8 from approximately 2022 through approximately 2023, at which point
9 approximately 0.185883 Bitcoin (BTC), 0.000748 Ethereum (ETH), 9.9959 Lido
10 Staked Ether (stETH), and 25802.1917 Cardano (ADA) of Plaintiffs funds were
11 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
12 liable.
13

14 61. Plaintiff Ronald Linn ("Ron") Bowling is a citizen and resident of the
15 State of Kansas. Plaintiff is a natural person over the age of 21 and is otherwise sui
16 juris. Plaintiff and class members, pursuant to contract with and solicitations from
17 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
18 held funds using the Atomic Wallet platform while in Kansas. Plaintiff's transactions
19 spanned from approximately 2019 through approximately 2023, at which point
20 approximately 71,081,747 Shiba Inu (SHIB), 103,679 Ripple XRP (XRP), 0.601823
21 Bitcoin (BTC), 24366 Stellar (XLM), 8679 Cardano (ADA), 4.1831 Ethereum
22 (ETH), 15903 Ziliqa (ZIL), 24.595 Cosmos (ATOM), and 2.6596 Litecoin (LTC) of
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1 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
2 which Defendants are liable.

3 **k..Kentucky**

4
5 62. Plaintiff Jason Paul Catanzaro is a citizen and resident of the State of
6 Kentucky. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
7 Plaintiff and class members, pursuant to contract with and solicitations from
8 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
9 held funds using the Atomic Wallet platform while in Kentucky. Plaintiff's
10 transactions spanned from approximately 2022 through approximately 2023, at
11 which point approximately 53879.9999 Ripple XRP (XRP), 150412.9611 Cardano
12 (ADA), 8.12605774 Chainlink (LINK), and 70.0019 Veritaseum (VERI) of
13 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
14 which Defendants are liable.

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18 **I. Michigan**

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20 63. Plaintiff Dan J. Ianello is a citizen and resident of the State of Michigan.
21 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
22 class members, pursuant to contract with and solicitations from Defendants,
23 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
24 using the Atomic Wallet platform while in Michigan. Plaintiff's transactions
25 spanned from approximately 2021 through approximately 2023, at which point
26 approximately 920077 Ripple XRP (XRP) of Plaintiffs funds were stolen. As a
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1 result, Plaintiff sustained significant damages for which Defendants are liable.

2 **m. Maryland**

3 64. Plaintiff Joshua Daniel Torres is a citizen and resident of the State of
4 Maryland. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
5 Plaintiff and class members, pursuant to contract with and solicitations from
6 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
7 held funds using the Atomic Wallet platform while in Maryland. Plaintiff's
8 transactions spanned from approximately 2021 through approximately 2023, at
9 which point approximately 0.164184 Bitcoin (BTC), 10.032819 Lido Staked Ether
10 (stETH), 3326.9598 Ripple XRP (XRP), and 0.079896526 Ethereum (ETH) of
11 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
12 which Defendants are liable.

13 65. Plaintiff Kevin P. Mack is a citizen and resident of the State of
14 Maryland. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
15 Plaintiff and class members, pursuant to contract with and solicitations from
16 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
17 held funds using the Atomic Wallet platform while in Maryland. Plaintiff's
18 transactions spanned from approximately 2022 through approximately 2023, at
19 which point approximately 0.79663714 Bitcoin (BTC), 20777.13194 Cardano
20 (ADA), and 6.655225021 Ethereum (ETH) of Plaintiffs funds were stolen. As a
21 result, Plaintiff sustained significant damages for which Defendants are liable.

66. Plaintiff Harold James Kurtz, III is a citizen and resident of the State of Maryland. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Maryland. Plaintiff's transactions spanned from approximately 2019 through approximately 2023, at which point approximately 2,018.72 Chainlink (LINK), 4,578.25 Polygon (MATIC), 1.00 Compound (COMP), 12.97 Uniswap (UNI), 1,876.83 Fantom (FTM), 22.3375 Ethereum (ETH), 1.0177 Bitcoin (BTC), 743.338 Ripple XRP (XRP), and 5.3713 Binance Coin (BNB) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

n. Massachusetts

67. Plaintiff Alexis ("Alex") Perez is a citizen and resident of the State of Massachusetts. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Massachusetts. Plaintiff's transactions spanned from approximately 2021 through approximately 2023, at which point approximately 50839 Ripple XRP (XRP) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

68. Plaintiff Benjamin T. Littauer is a citizen and resident of the State of

Massachusetts. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Massachusetts. Plaintiff's transactions spanned from approximately 2021 through approximately 2023, at which point approximately 793 Quant (QNT) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

69. Plaintiff Vincent William D'Ortona is a citizen and resident of the State of Massachusetts. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Massachusetts. Plaintiff's transactions spanned from approximately 2021 through approximately 2023, at which point approximately 10103 Cardano (ADA), 0.423444 Bitcoin (BTC), 7 Ethereum (ETH), and 14633 Ripple XRP (XRP) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

70. Plaintiff Jovann Silva Delgado is a citizen and resident of the State of Massachusetts. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Massachusetts. Plaintiff's

1 transactions spanned from approximately 2020 through approximately 2023, at
2 which point approximately 0.448079 Bitcoin (BTC), and 1.1760679 Ethereum
3 (ETH) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant
4 damages for which Defendants are liable.

6 71. Plaintiff David Harris is a citizen and resident of the State of
7 Massachusetts. Plaintiff is a natural person over the age of 21 and is otherwise sui
8 juris. Plaintiff and class members, pursuant to contract with and solicitations from
9 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
10 held funds using the Atomic Wallet platform while in Massachusetts. Plaintiff's
11 transactions spanned from approximately 2020 through approximately 2023, at
12 which point approximately 5,061.34 USD Coin (USDC), 29,770.40 Nexo (NEXO),
13 and 0.111248276 Ethereum (ETH) of Plaintiffs funds were stolen. As a result,
14 Plaintiff sustained significant damages for which Defendants are liable.

18 72. Plaintiff Neraldo Doda is a citizen and resident of the State of
19 Massachusetts. Plaintiff is a natural person over the age of 21 and is otherwise sui
20 juris. Plaintiff and class members, pursuant to contract with and solicitations from
21 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
22 held funds using the Atomic Wallet platform while in Massachusetts. Plaintiff's
23 transactions spanned from approximately 2019 through approximately 2023, at
24 which point approximately 20,200.84 Cardano (ADA), and 144,059.89 DigiByte
25 (DGB) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant
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1 damages for which Defendants are liable.

2 **o. Missouri**

3 73. Plaintiff Gregory Stephen Loberg is a citizen and resident of the State
4 of Missouri. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
5 Plaintiff and class members, pursuant to contract with and solicitations from
6 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
7 held funds using the Atomic Wallet platform while in Missouri. Plaintiff's
8 transactions spanned from approximately 2022 through approximately 2023, at
9 which point approximately 17,702.93 Ripple XRP (XRP), 15,471.77 Cardano
10 (ADA), 24,833.90 Stellar (XLM), 241.0322 Chainlink (LINK), 7588 Algorand
11 (ALGO), 79.3459 Avalanche (AVAX), 88 Polygon (MATIX), 0.0442 Ethereum
12 (ETH), and 0.0241 Lido Staked Ether (stETH) of Plaintiffs funds were stolen. As a
13 result, Plaintiff sustained significant damages for which Defendants are liable.
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18 **p. Nevada**

19 74. Plaintiff Craig Edward Tyler is a citizen and resident of the State of
20 Nevada. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
21 Plaintiff and class members, pursuant to contract with and solicitations from
22 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
23 held funds using the Atomic Wallet platform while in Nevada. Plaintiff's
24 transactions spanned from approximately 2023 through approximately 2023, at
25 which point approximately 545015.25 Ripple XRP (XRP) of Plaintiffs funds were
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1 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
2 liable.

3 75. Plaintiff Art A. Martello is a citizen and resident of the State of Nevada.
4 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
5 class members, pursuant to contract with and solicitations from Defendants,
6 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
7 using the Atomic Wallet platform while in Nevada. Plaintiff's transactions spanned
8 from approximately 2018 through approximately 2023, at which point
9 approximately 75469.02443 Ripple XRP (XRP) of Plaintiffs funds were stolen. As
10 a result, Plaintiff sustained significant damages for which Defendants are liable.
11

12 76. Plaintiff Carter W. Ruess is a citizen and resident of the State of
13 Nevada. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
14 Plaintiff and class members, pursuant to contract with and solicitations from
15 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
16 held funds using the Atomic Wallet platform while in Nevada. Plaintiff's
17 transactions spanned from approximately 2020 through approximately 2023, at
18 which point approximately 0.57 Bitcoin (BTC) of Plaintiffs funds were stolen. As a
19 result, Plaintiff sustained significant damages for which Defendants are liable.
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21 77. Plaintiff Bradley White is a citizen and resident of the State of Nevada.
22 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
23 class members, pursuant to contract with and solicitations from Defendants,
24

1 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
2 using the Atomic Wallet platform while in Nevada. Plaintiff's transactions spanned
3 from approximately 2023 through approximately 2023, at which point
4 approximately 8000 USD Coin (USDC) of Plaintiffs funds were stolen. As a result,
5 Plaintiff sustained significant damages for which Defendants are liable.
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7
8 **q. New Jersey**

9 78. Plaintiff Eric Eugene Richardson is a citizen and resident of the State
10 of New Jersey. Plaintiff is a natural person over the age of 21 and is otherwise sui
11 juris. Plaintiff and class members, pursuant to contract with and solicitations from
12 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
13 held funds using the Atomic Wallet platform while in New Jersey. Plaintiff's
14 transactions spanned from approximately 2022 through approximately 2023, at
15 which point approximately 2.510795 Bitcoin (BTC), 14.976826 Ethereum (ETH),
16 4480.28 Cardano (ADA), 22323.83 Dogecoin (DOGE), 26835861.59 Shiba Inu
17 (SHIB), 44.889367 Chainlink (LINK), 2.9944 Quant (QNT), 447.602141 Enjin
18 (ENJ), 2372.62 Cronos (CRO), 77.5 Decentraland (MANA), 876.951199 Basic
19 Attention Token (BAT), and 88905.86 Holo (HOT) of Plaintiffs funds were stolen.
20 As a result, Plaintiff sustained significant damages for which Defendants are liable.
21

22 79. Plaintiff Vincent D'Amelio is a citizen and resident of the State of New
23 Jersey. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
24 Plaintiff and class members, pursuant to contract with and solicitations from
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1 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
2 held funds using the Atomic Wallet platform while in New Jersey. Plaintiff's
3 transactions spanned from approximately 2021 through approximately 2023, at
4 which point approximately 80480 Ripple XRP (XRP) of Plaintiffs funds were stolen.
5 As a result, Plaintiff sustained significant damages for which Defendants are liable.
6

7 80. Plaintiff Charles Byron ("Chuck") Gross, Jr. is a citizen and resident of
8 the State of New Jersey. Plaintiff is a natural person over the age of 21 and is
9 otherwise sui juris. Plaintiff and class members, pursuant to contract with and
10 solicitations from Defendants, purchased, repurchased, invested, and/or reinvested
11 cryptocurrency and held funds using the Atomic Wallet platform while in New
12 Jersey. Plaintiff's transactions spanned from approximately 2019 through
13 approximately 2023, at which point approximately 12.722057 Avalanche (AVAX),
14 341.05 Basic Attention Token (BAT), 0.46385039 Bitcoin (BTC), 36.9032 USD
15 Coin (USDC), 68.4568 Cronos (CRO), 50.91 Decentraland (MANA), and
16 268.53025 Chainlink (LINK) of Plaintiffs funds were stolen. As a result, Plaintiff
17 sustained significant damages for which Defendants are liable.
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22 81. Plaintiff Donald Gerard ("Don") Kislán is a citizen and resident of the
23 State of New Jersey. Plaintiff is a natural person over the age of 21 and is otherwise
24 sui juris. Plaintiff and class members, pursuant to contract with and solicitations
25 from Defendants, purchased, repurchased, invested, and/or reinvested
26 cryptocurrency and held funds using the Atomic Wallet platform while in New
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Jersey. Plaintiff's transactions spanned from approximately 2021 through approximately 2023, at which point approximately 139411.223 Stellar (XLM), and 13180.21 Ripple XRP (XRP) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

82. Plaintiff Rory Thomas Feeley is a citizen and resident of the State of New Jersey. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in New Jersey. Plaintiff's transactions spanned from approximately 2021 through approximately 2023, at which point approximately 135,021 Zilliqa (ZIL), 4034.6322 Ripple XRP (XRP), 0.098942503 Ethereum (ETH), 28886.5331 Dogecoin (DOGE), 219348.207 DigiByte (DGB), 8036.5603 VeChain (VET), 340.5633 Tezos (XTZ), 12.5082 Cosmos (ATOM), and 0.55532327 Binance Coin (BNB) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

r. New Mexico

83. Plaintiff Marcus Jordan Conn is a citizen and resident of the State of New Mexico. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and

1 held funds using the Atomic Wallet platform while in New Mexico. Plaintiff's
2 transactions spanned from approximately 2021 through approximately 2023, at
3 which point approximately 1.0924 Bitcoin (BTC), 107.3398 Litecoin (LTC),
4 1308.376 Polygon (MATIC), 166,246,453 Shiba Inu (SHIB), and 0.22666 Ethereum
5 (ETH) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant
6 damages for which Defendants are liable.
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9 84. Plaintiff William Beecher is a citizen and resident of the State of New
10 Mexico. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
11 Plaintiff and class members, pursuant to contract with and solicitations from
12 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
13 held funds using the Atomic Wallet platform while in New Mexico. Plaintiff's
14 transactions spanned from approximately 2019 through approximately 2023, at
15 which point approximately 11,230.87 Basic Attention Token (BAT), 705,000.86
16 COTI (COTI), 0.811897 Bitcoin (BTC), 10,250.15 Chainlink (LINK), 33,112.34
17 Enjin (ENJ), 1.08199 Ethereum (ETH), 61.28 Litecoin (LTC), 1.02 Maker (MKR),
18 404.94 Monero (XMR), 11,665.08 Ripple XRP (XRP), 2,408,308,694.29 Shiba Inu
19 (SHIB), 32,046.49 Stellar (XLM), and 2123.17 Theta (THETA) of Plaintiffs funds
20 were stolen. As a result, Plaintiff sustained significant damages for which
21 Defendants are liable.
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26 **s. North Carolina**
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28 85. Plaintiff Damon Neil Burgess is a citizen and resident of the State of

1 North Carolina. Plaintiff is a natural person over the age of 21 and is otherwise sui
2 juris. Plaintiff and class members, pursuant to contract with and solicitations from
3 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
4 held funds using the Atomic Wallet platform while in North Carolina. Plaintiff's
5 transactions spanned from approximately 2019 through approximately 2023, at
6 which point approximately 1.84088723 Bitcoin (BTC), 28.981 Ethereum (ETH),
7 1,000 Polkadot (DOT), 44,954.04 USD Coin (USDC), 10 Ripple XRP (XRP), and
8 13.4673 Uniswap (UNI) of Plaintiffs funds were stolen. As a result, Plaintiff
9 sustained significant damages for which Defendants are liable.

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13 **t. Pennsylvania**

14 86. Plaintiff Anthony Miguel Hernandez is a citizen and resident of the
15 State of Pennsylvania. Plaintiff is a natural person over the age of 21 and is otherwise
16 sui juris. Plaintiff and class members, pursuant to contract with and solicitations
17 from Defendants, purchased, repurchased, invested, and/or reinvested
18 cryptocurrency and held funds using the Atomic Wallet platform while in
19 Pennsylvania. Plaintiff's transactions spanned from approximately 2020 through
20 approximately 2023, at which point approximately 38,283.40 USD Coin (USDC) of
21 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
22 which Defendants are liable.

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26 87. Plaintiff Glenna-Jo Gelnett is a citizen and resident of the State of
27 Pennsylvania. Plaintiff is a natural person over the age of 21 and is otherwise sui
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1 juris. Plaintiff and class members, pursuant to contract with and solicitations from
2 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
3 held funds using the Atomic Wallet platform while in Pennsylvania. Plaintiff's
4 transactions spanned from approximately 2020 through approximately 2023, at
5 which point approximately 5.156358 Ethereum (ETH), and 14926.03 Cardano
6 (ADA) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant
7 damages for which Defendants are liable.
8

10 88. Plaintiff Bruce Edward Henderson is a citizen and resident of the State
11 of Pennsylvania. Plaintiff is a natural person over the age of 21 and is otherwise sui
12 juris. Plaintiff and class members, pursuant to contract with and solicitations from
13 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
14 held funds using the Atomic Wallet platform while in Pennsylvania. Plaintiff's
15 transactions spanned from approximately 2021 through approximately 2023, at
16 which point approximately 0.44670057 Bitcoin (BTC), and 2.60509754 Ethereum
17 (ETH) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant
18 damages for which Defendants are liable.
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22 **u. New York**

24 89. Plaintiff Jeffrey Dettelis is a citizen and resident of the State of New
25 York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
26 Plaintiff and class members, pursuant to contract with and solicitations from
27 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
28

1 held funds using the Atomic Wallet platform while in New York. Plaintiff's
2 transactions spanned from approximately 2020 through approximately 2023, at
3 which point approximately 2.728367 Bitcoin (BTC), and 5493.45 Cardano (ADA)
4 of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages
5 for which Defendants are liable.
6

7 90. Plaintiff Peter M. Chin is a citizen and resident of the State of New
8 York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
9 Plaintiff and class members, pursuant to contract with and solicitations from
10 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
11 held funds using the Atomic Wallet platform while in New York. Plaintiff's
12 transactions spanned from approximately 2021 through approximately 2023, at
13 which point approximately 3802 Cardano (ADA), 5.061179 Ethereum (ETH), 2105
14 Decentraland (MANA), and 5978 Ripple XRP (XRP) of Plaintiffs funds were stolen.
15 As a result, Plaintiff sustained significant damages for which Defendants are liable.
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18 91. Plaintiff Daniel J. Vasco is a citizen and resident of the State of New
19 York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
20 Plaintiff and class members, pursuant to contract with and solicitations from
21 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
22 held funds using the Atomic Wallet platform while in New York. Plaintiff's
23 transactions spanned from approximately 2023 through approximately 2023, at
24 which point approximately 0.054641 Bitcoin (BTC), 1.627221 Ethereum (ETH),
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1 301.359743 Decentraland (MANA), 6.465215 Uniswap (UNI), 9.885044 Chainlink
2 (LINK), and 1005.04 Polygon (MATIC) of Plaintiffs funds were stolen. As a result,
3 Plaintiff sustained significant damages for which Defendants are liable.
4

5 92. Plaintiff Alexander Yusupov is a citizen and resident of the State of
6 New York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
7 Plaintiff and class members, pursuant to contract with and solicitations from
8 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
9 held funds using the Atomic Wallet platform while in New York. Plaintiff's
10 transactions spanned from approximately 2020 through approximately 2023, at
11 which point approximately 21.05 Ethereum (ETH) of Plaintiffs funds were
12 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
13 liable.
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17 93. Plaintiff Rafal Stanislaw Kulpa is a citizen and resident of the State of
18 New York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
19 Plaintiff and class members, pursuant to contract with and solicitations from
20 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
21 held funds using the Atomic Wallet platform while in New York. Plaintiff's
22 transactions spanned from approximately 2019 through approximately 2023, at
23 which point approximately 30633 Cardano (ADA), 899 Polkadot (DOT), and
24 181577 DigiByte (DGB) of Plaintiffs funds were stolen. As a result, Plaintiff
25 sustained significant damages for which Defendants are liable.
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1 94. Plaintiff Joseph F. Eduardo is a citizen and resident of the State of New
2 York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
3 Plaintiff and class members, pursuant to contract with and solicitations from
4 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
5 held funds using the Atomic Wallet platform while in New York. Plaintiff's
6 transactions spanned from approximately 2020 through approximately 2023, at
7 which point approximately 350000 Tron (TRX), 3100 Chainlink (LINK), 740
8 Polkadot (DOT), 30300 Stellar (XLM), 16100 Civic (CVC), and 9000 Golem
9 (GLM) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant
10 damages for which Defendants are liable.
11

12 95. Plaintiff Daniel Werter is a citizen and resident of the State of New
13 York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
14 Plaintiff and class members, pursuant to contract with and solicitations from
15 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
16 held funds using the Atomic Wallet platform while in New York. Plaintiff's
17 transactions spanned from approximately 2021 through approximately 2023, at
18 which point approximately 2.74 Ethereum (ETH), 298.64 Polygon (MATIC), 6000
19 Hedera (HBAR), and 1579 Ripple XRP (XRP) of Plaintiffs funds were stolen. As a
20 result, Plaintiff sustained significant damages for which Defendants are liable.
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22 96. Plaintiff Karl Norbert Kotas is a citizen and resident of the State of New
23 York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
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1 Plaintiff and class members, pursuant to contract with and solicitations from
2 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
3 held funds using the Atomic Wallet platform while in New York. Plaintiff's
4 transactions spanned from approximately 2020 through approximately 2023, at
5 which point approximately 22,240 Ripple XRP (XRP) of Plaintiffs funds were
6 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
7 liable.
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10 97. Plaintiff Rudy De Dominicis is a citizen and resident of the State of
11 New York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
12 Plaintiff and class members, pursuant to contract with and solicitations from
13 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
14 held funds using the Atomic Wallet platform while in New York. Plaintiff's
15 transactions spanned from approximately 2020 through approximately 2023, at
16 which point approximately 1.19 Bitcoin (BTC), and 5.76 Ethereum (ETH) of
17 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
18 which Defendants are liable.
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22 98. Plaintiff Nicole Marie Lieurance is a citizen and resident of the State of
23 New York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
24 Plaintiff and class members, pursuant to contract with and solicitations from
25 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
26 held funds using the Atomic Wallet platform while in New York. Plaintiff's
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1 transactions spanned from approximately 2022 through approximately 2023, at
2 which point approximately 47086 Ripple XRP (XRP) of Plaintiffs funds were stolen.
3 As a result, Plaintiff sustained significant damages for which Defendants are liable.
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5 99. Plaintiff Heallal Rashidzada is a citizen and resident of the State of New
6 York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
7 Plaintiff and class members, pursuant to contract with and solicitations from
8 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
9 held funds using the Atomic Wallet platform while in New York. Plaintiff's
10 transactions spanned from approximately 2023 through approximately 2023, at
11 which point approximately 2766.03 ADAM (ADAM), 22339.79. Ripple XRP
12 (XRP), 0.005446 Bitcoin (BTC), 1.001691 Ethereum (ETH), 1110818.8 FunFair
13 (FUN), 1026.23 Decentraland (MANA), 12.628346 Enjin (ENJ), and 520.080929
14 Basic Attention Token (BAT) of Plaintiffs funds were stolen. As a result, Plaintiff
15 sustained significant damages for which Defendants are liable.
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20 100. Plaintiff James Massetti, Jr. is a citizen and resident of the State of New
21 York. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
22 Plaintiff and class members, pursuant to contract with and solicitations from
23 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
24 held funds using the Atomic Wallet platform while in New York. Plaintiff's
25 transactions spanned from approximately 2020 through approximately 2023, at
26 which point approximately 1.0155 Bitcoin (BTC), 10241 Cardano (ADA), 4.7135
27
28

1 Ethereum (ETH), and 690 Polkadot (DOT) of Plaintiffs funds were stolen. As a
2 result, Plaintiff sustained significant damages for which Defendants are liable.

3 101. Plaintiff Ilgar Olegovich Abramov is a citizen and resident of the State
4 of New York. Plaintiff is a natural person over the age of 21 and is otherwise sui
5 juris. Plaintiff and class members, pursuant to contract with and solicitations from
6 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
7 held funds using the Atomic Wallet platform while in New York. Plaintiff's
8 transactions spanned from approximately 2019 through approximately 2023, at
9 which point approximately 2145 Aptos (APT), 0.10655244 Bitcoin (BTC),
10 17907.47 Tether (USDT), 0.0515621 Ethereum (ETH), and 15.9424 Litecoin (LTC)
11 of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages
12 for which Defendants are liable.

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17 **v. Ohio**

18 102. Plaintiff Timothy B. Plough is a citizen and resident of the State of
19 Ohio. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
20 Plaintiff and class members, pursuant to contract with and solicitations from
21 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
22 held funds using the Atomic Wallet platform while in Ohio. Plaintiff's transactions
23 spanned from approximately 2019 through approximately 2023, at which point
24 approximately 3303.72 Cardano (ADA), 0.078205 Bitcoin (BTC), 0.872664
25 Ethereum (ETH), and 25278.38 Ripple XRP (XRP) of Plaintiffs funds were
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1 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
2 liable.

3 103. Plaintiff Jeffrey Riley (“Jeff”) Rogers is a citizen and resident of the
4 State of Ohio. Plaintiff is a natural person over the age of 21 and is otherwise sui
5 juris. Plaintiff and class members, pursuant to contract with and solicitations from
6 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
7 held funds using the Atomic Wallet platform while in Ohio. Plaintiff’s transactions
8 spanned from approximately 2021 through approximately 2023, at which point
9 approximately 2.362 Bitcoin (BTC), 76.2537 Avalanche (AVAX), 21002.47 Stellar
10 (XLM), and 0.08859 Ethereum (ETH) of Plaintiffs funds were stolen. As a result,
11 Plaintiff sustained significant damages for which Defendants are liable.
12

13 104. Plaintiff James Wesley Pridgen is a citizen and resident of the State of
14 Ohio. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
15 Plaintiff and class members, pursuant to contract with and solicitations from
16 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
17 held funds using the Atomic Wallet platform while in Ohio. Plaintiff’s transactions
18 spanned from approximately 2022 through approximately 2023, at which point
19 approximately 0.4639534 Bitcoin (BTC) of Plaintiffs funds were stolen. As a result,
20 Plaintiff sustained significant damages for which Defendants are liable.
21

22 105. Plaintiff Mario Mankas is a citizen and resident of the State of Ohio.
23 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
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1 class members, pursuant to contract with and solicitations from Defendants,
2 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
3 using the Atomic Wallet platform while in Ohio. Plaintiff's transactions spanned
4 from approximately 2019 through approximately 2023, at which point
5 approximately 0.14655669 Bitcoin (BTC), 4073.1823 Cardano (ADA), 16950.6777
6 Ripple XRP (XRP), 944.65998733 The Sandbox (SAND), 2.80557378709424
7 Ethereum (ETH), 783.7727687 Decentraland (MANA), 39.15734069 ApeCoin
8 (APE), 180.23641376 Chainlink (LINK), and 4943.6222 Algorand (ALGO) of
9 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
10 which Defendants are liable.

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14 **w. Oregon**

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16 106. Plaintiff Erik Christopher Nelson is a citizen and resident of the State
17 of Oregon. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
18 Plaintiff and class members, pursuant to contract with and solicitations from
19 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
20 held funds using the Atomic Wallet platform while in Oregon. Plaintiff's
21 transactions spanned from approximately 2021 through approximately 2023, at
22 which point approximately 4.76 Ethereum (ETH), and 1.272 Bitcoin (BTC) of
23 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
24 which Defendants are liable.

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28 107. Plaintiff Trevor James Petersen is a citizen and resident of the State of

Oregon. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Oregon. Plaintiff's transactions spanned from approximately 2022 through approximately 2023, at which point approximately 7.6473 Ethereum (ETH), and 0.0112369 Bitcoin (BTC) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

x. South Carolina

108. Plaintiff David Charles Ryan is a citizen and resident of the State of South Carolina. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in South Carolina. Plaintiff's transactions spanned from approximately 2019 through approximately 2023, at which point approximately 311417.8423 Cardano (ADA) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

109. Plaintiff Landon Ray Grubb is a citizen and resident of the State of South Carolina. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from

1 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
2 held funds using the Atomic Wallet platform while in South Carolina. Plaintiff's
3 transactions spanned from approximately 2020 through approximately 2023, at
4 which point approximately 8.435 Quant (QNT), 9515 Ripple XRP (XRP), 11374
5 Stellar (XLM), 208028 DigiByte (DGB), 131.82 Veritaseum (VERI), 18002.6622
6 Cardano (ADA), and 58.9 Bitcoin Cash (BCH) of Plaintiffs funds were stolen. As a
7 result, Plaintiff sustained significant damages for which Defendants are liable.
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10 110. Plaintiff Derek G. Yearwood is a citizen and resident of the State of
11 South Carolina. Plaintiff is a natural person over the age of 21 and is otherwise sui
12 juris. Plaintiff and class members, pursuant to contract with and solicitations from
13 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
14 held funds using the Atomic Wallet platform while in South Carolina. Plaintiff's
15 transactions spanned from approximately 2019 through approximately 2023, at
16 which point approximately 105985 Ripple XRP (XRP), 0.571559 Bitcoin (BTC),
17 62700 Hedera (HBAR), 3.08 Ethereum (ETH), and 9423.120937 Stellar (XLM) of
18 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
19 which Defendants are liable.
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24 **y. Tennessee**

25 111. Plaintiff Kenneth Daniel Toomey is a citizen and resident of the State
26 of Tennessee. Plaintiff is a natural person over the age of 21 and is otherwise sui
27 juris. Plaintiff and class members, pursuant to contract with and solicitations from
28

1 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
2 held funds using the Atomic Wallet platform while in Tennessee. Plaintiff's
3 transactions spanned from approximately 2021 through approximately 2023, at
4 which point approximately 22597.1762 Ripple XRP (XRP), 0.291139414 Ethereum
5 (ETH), and 15798.6307 Stellar (XLM) of Plaintiffs funds were stolen. As a result,
6 Plaintiff sustained significant damages for which Defendants are liable.
7

8
9 112. Plaintiff Samuel Ryan ("Sam") Breazeale is a citizen and resident of
10 the State of Tennessee. Plaintiff is a natural person over the age of 21 and is
11 otherwise sui juris. Plaintiff and class members, pursuant to contract with and
12 solicitations from Defendants, purchased, repurchased, invested, and/or reinvested
13 cryptocurrency and held funds using the Atomic Wallet platform while in Tennessee.
14 Plaintiff's transactions spanned from approximately 2018 through approximately
15 2023, at which point approximately 0.79293514 Bitcoin (BTC) of Plaintiffs funds
16 were stolen. As a result, Plaintiff sustained significant damages for which
17 Defendants are liable.
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21 **z. Texas**

22 113. Plaintiff Trent Spencer Johnson is a citizen and resident of the State of
23 Texas. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
24 Plaintiff and class members, pursuant to contract with and solicitations from
25 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
26 held funds using the Atomic Wallet platform while in Texas. Plaintiff's transactions
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28

1 spanned from approximately 2020 through approximately 2023, at which point
2 approximately 31968.4624 Cardano (ADA), and 16127.51669 Ripple XRP (XRP)
3 of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages
4 for which Defendants are liable.
5

6 114. Plaintiff Christopher Scott Taylor is a citizen and resident of the State
7 of Texas. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
8 Plaintiff and class members, pursuant to contract with and solicitations from
9 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
10 held funds using the Atomic Wallet platform while in Texas. Plaintiff's transactions
11 spanned from approximately 2022 through approximately 2023, at which point
12 approximately 1.9 Bitcoin (BTC), 7.7 Ethereum (ETH), and 84.4 ApeCoin (APE) of
13 Plaintiff's funds were stolen. As a result, Plaintiff sustained significant damages for
14 which Defendants are liable.
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18 115. Plaintiff Tracy Lee Heath is a citizen and resident of the State of Texas.
19 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
20 class members, pursuant to contract with and solicitations from Defendants,
21 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
22 using the Atomic Wallet platform while in Texas. Plaintiff's transactions spanned
23 from approximately 2023 through approximately 2023, at which point
24 approximately 8007.27 Algorand (ALGO), 50441.9 Stellar (XLM), and 45732.76
25 Ripple XRP (XRP) of Plaintiffs funds were stolen. As a result, Plaintiff sustained
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significant damages for which Defendants are liable.

116. Plaintiff Brenda G. Abbley is a citizen and resident of the State of Texas. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Texas. Plaintiff's transactions spanned from approximately 2022 through approximately 2023, at which point approximately 36065 Cardano (ADA) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

117. Plaintiff Peyton R. Gilpin is a citizen and resident of the State of Texas. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Texas. Plaintiff's transactions spanned from approximately 2021 through approximately 2023, at which point approximately 8220.8865 Cardano (ADA), 159.6373 Avalanche (AVAX), 40020 Ripple XRP (XRP), 886.0665 Chainlink (LINK), 1113.6611 Uniswap (UNI), 6269.2405 Polygon (MATIC), 760 Polkadot (DOT), 5659.3919 Decentraland (MANA), 2200 USD Coin (USDC), and 3911.4 Flow (FLOW) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

1 118. Plaintiff Scott Melvin Noel is a citizen of the State of Texas who
2 currently resides in Nairobi, Kenya. Plaintiff is a natural person over the age of 21
3 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and
4 solicitations from Defendants, purchased, repurchased, invested, and/or reinvested
5 cryptocurrency and held funds using the Atomic Wallet platform while in Texas.
6 Plaintiff's transactions spanned from approximately 2022 through approximately
7 2023, at which point approximately 39630 Cardano (ADA) of Plaintiffs funds were
8 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
9 liable.
10

11 119. Plaintiff Stephen T. Melvin is a citizen and resident of the State of
12 Texas. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
13 Plaintiff and class members, pursuant to contract with and solicitations from
14 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
15 held funds using the Atomic Wallet platform while in Texas. Plaintiff's transactions
16 spanned from approximately 2021 through approximately 2023, at which point
17 approximately 0.50108396 Bitcoin (BTC) of Plaintiffs funds were stolen. As a
18 result, Plaintiff sustained significant damages for which Defendants are liable.
19

20 120. Plaintiff Randy S. Treece is a citizen and resident of the State of Texas.
21 Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and
22 class members, pursuant to contract with and solicitations from Defendants,
23 purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds
24

1 using the Atomic Wallet platform while in Texas. Plaintiff's transactions spanned
2 from approximately 2020 through approximately 2023, at which point
3 approximately 228209 Ripple XRP (XRP), 263413 Cardano (ADA), 500033 Stellar
4 (XLM), and 150000 Polygon (MATIC) of Plaintiffs funds were stolen. As a result,
5 Plaintiff sustained significant damages for which Defendants are liable.
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8 121. Plaintiff Joseph Lee Morris is a citizen and resident of the State of
9 Texas. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
10 Plaintiff and class members, pursuant to contract with and solicitations from
11 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
12 held funds using the Atomic Wallet platform while in Texas. Plaintiff's transactions
13 spanned from approximately 2020 through approximately 2023, at which point
14 approximately 0.38774345 Bitcoin (BTC), 3964.8835 Ripple XRP (XRP),
15 100796.6998 Stellar (XLM), and 38.2393 Binance Coin (BNB) of Plaintiffs funds
16 were stolen. As a result, Plaintiff sustained significant damages for which
17 Defendants are liable.
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21 122. Plaintiff John Alan Corella is a citizen and resident of the State of
22 Texas. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
23 Plaintiff and class members, pursuant to contract with and solicitations from
24 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
25 held funds using the Atomic Wallet platform while in Texas. Plaintiff's transactions
26 spanned from approximately 2021 through approximately 2023, at which point
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1 approximately 5608.8419 Theta (THETA), 1040060739.59 Shiba Inu (SHIB),
2 0.73131202 Bitcoin (BTC), 90569.2498 Ripple XRP (XRP), and 83084.06 Stellar
3 (XLM) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant
4 damages for which Defendants are liable.

6 123. Plaintiff Michael Wayne Taylor, Jr. is a citizen and resident of the State
7 of Texas. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
8 Plaintiff and class members, pursuant to contract with and solicitations from
9 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
10 held funds using the Atomic Wallet platform while in Texas. Plaintiff's transactions
11 spanned from approximately 2021 through approximately 2023, at which point
12 approximately 1.223 Bitcoin (BTC), and 5811 Ripple XRP (XRP) of Plaintiffs funds
13 were stolen. As a result, Plaintiff sustained significant damages for which
14 Defendants are liable.

18 **aa. Utah**

19 124. Plaintiff Dereck James Ernest is a citizen and resident of the State of
20 Utah. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
21 Plaintiff and class members, pursuant to contract with and solicitations from
22 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
23 held funds using the Atomic Wallet platform while in Utah. Plaintiff's transactions
24 spanned from approximately 2023 through approximately 2023, at which point
25 approximately 90759 Ripple XRP (XRP), and 0.62641 Bitcoin (BTC) of Plaintiffs
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1 funds were stolen. As a result, Plaintiff sustained significant damages for which
2 Defendants are liable.

3 125. Plaintiff Arthur Steven (“Artie”) Martello is a citizen and resident of
4 the State of Utah. Plaintiff is a natural person over the age of 21 and is otherwise sui
5 juris. Plaintiff and class members, pursuant to contract with and solicitations from
6 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
7 held funds using the Atomic Wallet platform while in Utah. Plaintiff’s transactions
8 spanned from approximately 2019 through approximately 2023, at which point
9 approximately 0.14764646 Bitcoin (BTC), 6.35597454 Ethereum (ETH),
10 603580.95749177 Holo (HOT), 80781.60013 Tron (TRX), and 190.1314 Ripple
11 XRP (XRP) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant
12 damages for which Defendants are liable.

13 126. Plaintiff Jacob Hyde Dewey is a citizen and resident of the State of
14 Utah. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
15 Plaintiff and class members, pursuant to contract with and solicitations from
16 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
17 held funds using the Atomic Wallet platform while in Utah. Plaintiff’s transactions
18 spanned from approximately 2021 through approximately 2023, at which point
19 approximately and 24971.97 Cardano (ADA) of Plaintiffs funds were stolen. As a
20 result, Plaintiff sustained significant damages for which Defendants are liable.

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28 **bb. Virginia**

127. Plaintiff Rodrick D. Jones is a citizen and resident of the Commonwealth of Virginia. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Virginia. Plaintiff's transactions spanned from approximately 2021 through approximately 2023, at which point approximately 28358 Ripple XRP (XRP), 2234158937.0496 Shiba Inu (SHIB), 22347.9159035 Stellar (XLM), 318119.156073 Holo (HOT), 19.96443736 Chainlink (LINK), 25 Atomic Wallet Coin (AWC), 0.00698704733211892 Ethereum (ETH), 220.10909081 UniLend Finance (UFT), 184671.5768186 JasmyCoin (JASMY), 0.00984378 Maker (MKR), and 68400 Telcoin (TEL) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

128. Plaintiff Neil Desmond is a citizen and resident of the Commonwealth of Virginia. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Virginia. Plaintiff's transactions spanned from approximately 2021 through approximately 2023, at which point approximately 100033.2915 Ripple XRP (XRP) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are

1 liable.

2 129. Plaintiff Eric S. Jensen is a citizen and resident of the Commonwealth
3 of Virginia. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
4 Plaintiff and class members, pursuant to contract with and solicitations from
5 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
6 held funds using the Atomic Wallet platform while in Virginia. Plaintiff's
7 transactions spanned from approximately 2022 through approximately 2023, at
8 which point approximately 1.01 Bitcoin (BTC), 27.369 Ethereum (ETH), 41315
9 Cardano (ADA), 1000 Polkadot (DOT), 500 Cosmos (ATOM), and 352 Near
10 Protocol (NEAR) of Plaintiffs funds were stolen. As a result, Plaintiff sustained
11 significant damages for which Defendants are liable.
12

13 130. Plaintiff Marcus Aaron Young is a citizen and resident of the
14 Commonwealth of Virginia. Plaintiff is a natural person over the age of 21 and is
15 otherwise sui juris. Plaintiff and class members, pursuant to contract with and
16 solicitations from Defendants, purchased, repurchased, invested, and/or reinvested
17 cryptocurrency and held funds using the Atomic Wallet platform while in Virginia.
18 Plaintiff's transactions spanned from approximately 2022 through approximately
19 2023, at which point approximately 13 Quant (QNT), 18300 Stellar (XLM), 6900
20 Polygon (MATIC), 14000 Algorand (ALGO), 4000 Ripple XRP (XRP), and 0.5
21 Yearn Finance (YFI) of Plaintiffs funds were stolen. As a result, Plaintiff sustained
22 significant damages for which Defendants are liable.
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1 131. Plaintiff Mustujab Haider (“MK”) Kirmani is a citizen and resident of
2 the Commonwealth of Virginia. Plaintiff is a natural person over the age of 21 and
3 is otherwise sui juris. Plaintiff and class members, pursuant to contract with and
4 solicitations from Defendants, purchased, repurchased, invested, and/or reinvested
5 cryptocurrency and held funds using the Atomic Wallet platform while in Virginia.
6 Plaintiff’s transactions spanned from approximately 2022 through approximately
7 2023, at which point approximately 482.35 Litecoin (LTC) of Plaintiffs funds were
8 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
9 liable.
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12 132. Plaintiff Daniel Ray Goertz is a citizen and resident of the
13 Commonwealth of Virginia. Plaintiff is a natural person over the age of 21 and is
14 otherwise sui juris. Plaintiff and class members, pursuant to contract with and
15 solicitations from Defendants, purchased, repurchased, invested, and/or reinvested
16 cryptocurrency and held funds using the Atomic Wallet platform while in Virginia.
17 Plaintiff’s transactions spanned from approximately 2019 through approximately
18 2023, at which point approximately 11090 Ripple XRP (XRP) of Plaintiffs funds
19 were stolen. As a result, Plaintiff sustained significant damages for which
20 Defendants are liable.
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25 133. Plaintiff Christopher Scott (“Chris”) Doss is a citizen and resident of
26 the Commonwealth of Virginia. Plaintiff is a natural person over the age of 21 and
27 is otherwise sui juris. Plaintiff and class members, pursuant to contract with and
28

1 solicitations from Defendants, purchased, repurchased, invested, and/or reinvested
2 cryptocurrency and held funds using the Atomic Wallet platform while in Virginia.
3 Plaintiff's transactions spanned from approximately 2021 through approximately
4 2023, at which point approximately 0.10229091 Bitcoin (BTC), 0.0504454932
5 Ethereum (ETH), 18526.6532 Polygon (MATIC), 28471.1259 Cardano (ADA),
6 79477947 Shiba Inu (SHIB), 7570.01 Algorand (ALGO), 950 Decentraland
7 (MANA), and 1498.44 Enjin (ENJ) of Plaintiffs funds were stolen. As a result,
8 Plaintiff sustained significant damages for which Defendants are liable.
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11 **cc. Washington**
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13 134. Plaintiff Brian Edward Purvis is a citizen and resident of the State of
14 Washington. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
15 Plaintiff and class members, pursuant to contract with and solicitations from
16 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
17 held funds using the Atomic Wallet platform while in Washington. Plaintiff's
18 transactions spanned from approximately 2022 through approximately 2023, at
19 which point approximately 191370.24 Ripple XRP (XRP), 25.398 Pax Gold
20 (PAXG), 11.0199 Litecoin (LTC), 409734305.32 Shiba Inu (SHIB), 52.593
21 Chainlink (LINK), 0.360966 Ethereum (ETH), and 0.00598255 Bitcoin (BTC) of
22 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
23 which Defendants are liable.
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28 135. Plaintiff James Ray Owen is a citizen and resident of the State of

1 Washington. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
2 Plaintiff and class members, pursuant to contract with and solicitations from
3 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
4 held funds using the Atomic Wallet platform while in Washington. Plaintiff's
5 transactions spanned from approximately 2022 through approximately 2023, at
6 which point approximately 44264.31 Cardano (ADA), and 5000 Basic Attention
7 Token (BAT) of Plaintiffs funds were stolen. As a result, Plaintiff sustained
8 significant damages for which Defendants are liable.
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11 136. Plaintiff Zachary Robert ("Zach") Soldwedel is a citizen and resident
12 of the State of Washington. Plaintiff is a natural person over the age of 21 and is
13 otherwise sui juris. Plaintiff and class members, pursuant to contract with and
14 solicitations from Defendants, purchased, repurchased, invested, and/or reinvested
15 cryptocurrency and held funds using the Atomic Wallet platform while in
16 Washington. Plaintiff's transactions spanned from approximately 2020 through
17 approximately 2023, at which point approximately 14.697874 Ethereum (ETH),
18 22629 Cardano (ADA), 367 Chainlink (LINK), and 0.03354809 Bitcoin (BTC) of
19 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
20 which Defendants are liable.
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25 137. Plaintiff Derek Karl Eirish is a citizen and resident of the State of
26 Washington. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
27 Plaintiff and class members, pursuant to contract with and solicitations from
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1 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
2 held funds using the Atomic Wallet platform while in Washington. Plaintiff's
3 transactions spanned from approximately 2021 through approximately 2023, at
4 which point approximately 71.598 Ethereum Classic (ETC), 0.001211348 Ethereum
5 (ETH), 0.05240826 Bitcoin (BTC), 60.0001 Litecoin (LTC), 30999.902 Stellar
6 (XLM), 11349.8038 Enjin (ENJ), 6.2145 Balancer (BAL), 540 Chainlink (LINK),
7 35.4652 Ethereum (ETH), 630.427 Decentraland (MANA), and 48870.1729
8 Cardano (ADA) of Plaintiffs funds were stolen. As a result, Plaintiff sustained
9 significant damages for which Defendants are liable.

13 138. Plaintiff Douglas Aaron ("Doug") Edwards is a citizen and resident of
14 the State of Washington. Plaintiff is a natural person over the age of 21 and is
15 otherwise sui juris. Plaintiff and class members, pursuant to contract with and
16 solicitations from Defendants, purchased, repurchased, invested, and/or reinvested
17 cryptocurrency and held funds using the Atomic Wallet platform while in
18 Washington. Plaintiff's transactions spanned from approximately 2021 through
19 approximately 2023, at which point approximately 31050 Dogecoin (DOGE), 11150
20 Ripple XRP (XRP), 7031 Stellar (XLM), and 25802.1917 Cardano (ADA) of
21 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
22 which Defendants are liable.

26 139. Plaintiff Richard Valwe LaFosse is a citizen and resident of the State of
27 Washington. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.

1 Plaintiff and class members, pursuant to contract with and solicitations from
2 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
3 held funds using the Atomic Wallet platform while in Washington. Plaintiff's
4 transactions spanned from approximately 2021 through approximately 2023, at
5 which point approximately 0.63419493 Bitcoin (BTC), 0.471281995 Ethereum
6 (ETH), 9994 The Sandbox (SAND), 1725.2007 Enjin (ENJ), 598.8296 USD Coin
7 (USDC), 1196.3 Chainlink (LINK), 939.9616 Tether (USDT), 4750655127.4125
8 Shiba Inu (SHIB), and 710997.7961 DigiByte (DGB) of Plaintiffs funds were stolen.
9 As a result, Plaintiff sustained significant damages for which Defendants are liable.
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13 140. Plaintiff Michael David Thorpe is a citizen and resident of the State of
14 Washington. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
15 Plaintiff and class members, pursuant to contract with and solicitations from
16 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
17 held funds using the Atomic Wallet platform while in Washington State. Plaintiff's
18 transactions spanned from approximately 2020 through approximately 2023, at
19 which point approximately 405 Chainlink (LINK), and 20262 Ripple XRP (XRP) of
20 Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for
21 which Defendants are liable.
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25 141. Plaintiff Robert A. Thorpe is a citizen and resident of the State of
26 Washington. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
27 Plaintiff and class members, pursuant to contract with and solicitations from
28

1 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
2 held funds using the Atomic Wallet platform while in Washington. Plaintiff's
3 transactions spanned from approximately 2020 through approximately 2023, at
4 which point approximately 15790.941 Ripple XRP (XRP) of Plaintiffs funds were
5 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
6 liable.
7

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9 142. Plaintiff Michael William Cummings is a citizen and resident of the
10 State of Washington. Plaintiff is a natural person over the age of 21 and is otherwise
11 sui juris. Plaintiff and class members, pursuant to contract with and solicitations
12 from Defendants, purchased, repurchased, invested, and/or reinvested
13 cryptocurrency and held funds using the Atomic Wallet platform while in
14 Washington. Plaintiff's transactions spanned from approximately 2023 through
15 approximately 2023, at which point approximately 2.17 Ethereum (ETH), 5 Atomic
16 Wallet Coin (AWC), 16240 Ripple XRP (XRP), 54500000 Shiba Inu (SHIB), and
17 31120 Stellar (XLM) of Plaintiffs funds were stolen. As a result, Plaintiff sustained
18 significant damages for which Defendants are liable.
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22 **DS. Wisconsin**

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24 143. Plaintiff Brian McDonnell Callahan is a citizen and resident of the State
25 of Wisconsin. Plaintiff is a natural person over the age of 21 and is otherwise sui
26 juris. Plaintiff and class members, pursuant to contract with and solicitations from
27 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
28

1 held funds using the Atomic Wallet platform while in Wisconsin. Plaintiff's
2 transactions spanned from approximately 2020 through approximately 2023, at
3 which point approximately 18650.0555 Stellar (XLM), 14075.621 Cardano (ADA),
4 and 18.89597983 Ethereum (ETH) of Plaintiffs funds were stolen. As a result,
5 Plaintiff sustained significant damages for which Defendants are liable.
6

7 144. Plaintiff Dustin Andrew Falk is a citizen and resident of the State of
8 Wisconsin. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
9 Plaintiff and class members, pursuant to contract with and solicitations from
10 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
11 held funds using the Atomic Wallet platform while in Wisconsin. Plaintiff's
12 transactions spanned from approximately 2023 through approximately 2023, At
13 which point approximately 70676.2712 Algorand (ALGO), 264.8976 Litecoin
14 (LTC), and 50859.1425 Polygon (MATIC) of Plaintiffs funds were stolen. As a
15 result, Plaintiff sustained significant damages for which Defendants are liable.
16

17 145. Plaintiff Michael S. Mikula is a citizen and resident of the State of
18 Wisconsin. Plaintiff is a natural person over the age of 21 and is otherwise sui juris.
19 Plaintiff and class members, pursuant to contract with and solicitations from
20 Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and
21 held funds using the Atomic Wallet platform while in Wisconsin. Plaintiff's
22 transactions spanned from approximately 2022 through approximately 2023, at
23 which point approximately 0.43243171 Bitcoin (BTC) and 803390.5845 DigiByte
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(DGB) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

ee. West Virginia

146. Plaintiff Daniel Buckley Hayes is a citizen and resident of the State of West Virginia. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in West Virginia. Plaintiff's transactions spanned from approximately 2020 through approximately 2023, at which point approximately 0.13389647 Bitcoin (BTC) and 5.90741706 Ethereum (ETH) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

C. American Citizens who Reside out of the U.S.

147. Plaintiff David Philip Boon is a United States citizen who currently resides in Ontario, Canada. Plaintiff is a natural person over the age of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract with and solicitations from Defendants, purchased, repurchased, invested, and/or reinvested cryptocurrency and held funds using the Atomic Wallet platform while in Canada. Plaintiff's transactions spanned from approximately 2022 through approximately 2023, at which point approximately 8625.9688 Ultra (UOS), 33.682 Harvest Finance (FARM), 63.5995 Solana (SOL), 15788.6118 Cronos (CRO), 8656.8721 Fantom

1 (FTM), 13.9819 Ethereum (ETH), 98.7236 Avalanche (AVAX), and 208333369.6
2 Shiba Inu (SHIB) of Plaintiffs funds were stolen. As a result, Plaintiff sustained
3 significant damages for which Defendants are liable.
4

5 148. Plaintiff John Hainrich Wheelock is a United States citizen who
6 currently resides in Nicaragua. Plaintiff is a natural person over the age of 21 and is
7 otherwise sui juris. Plaintiff is a United States citizen who also holds French and
8 Nicaraguan nationalities. Plaintiff and class members, pursuant to contract with and
9 solicitations from Defendants, purchased, repurchased, invested, and /or reinvested
10 cryptocurrency and held funds using the Atomic Wallet platform while in Nicaragua.
11 Plaintiff's transactions spanned from approximately 2020 through approximately
12 2023, at which point approximately 0.17578906 Bitcoin (BTC), 2.095036839
13 Ethereum (ETH), and 50.45070539 Chinlink (LINK) of Plaintiff's funds were
14 stolen. As a result, Plaintiff sustained significant damages for which Defendants are
15 liable.
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20 149. Plaintiff Gilberto Alejandro Paez is a citizen of the State of Ohio,
21 currently residing full-time in Costa Rica. Plaintiff is a natural person over the age
22 of 21 and is otherwise sui juris. Plaintiff and class members, pursuant to contract
23 with and solicitations from Defendants, purchased, repurchased, invested, and/or
24 reinvested cryptocurrency and held funds using the Atomic Wallet platform while
25 in Costa Rica. Plaintiff's transactions spanned from approximately 2019 through
26 approximately 2023, at which point approximately 88.40999259 Ethereum (ETH),
27
28

910.7 Enjin (ENJ), 4374 Decentraland (MANA), 785.62 Chainlink (LINK), 471.71 Uniswap (UNI), 113700 Tron (TRX), 870863947855.8 BitTorrent Token (BTT), and 1000000000 BitTorrent Token (BTT) of Plaintiffs funds were stolen. As a result, Plaintiff sustained significant damages for which Defendants are liable.

150. Pursuant to Civil L.R. 3-2(c), this action shall be assigned to the San Francisco Division as a substantial part of the events or omissions giving rise to the claim occurred in Marin and Sonoma Counties.

I. Defendants

151. As set forth below, Defendants together operate a web of interrelated, “decentralized” crypto blockchain companies. Defendants have each operated under various aliases and incorporated in multiple countries throughout the world in order to disguise their Russian origins and their business relationships with one another.

152. **Defendant Atomic Protocol Systems OÜ d/b/a Atomic Wallet** was founded in 2017 as Atomic Swap by Defendants Gladyshev, Brusov, and Sokolov. Atomic Wallet represents itself publicly as being owned and operated solely by Gladyshev. Atomic Swap was released in 2018. Upon information and belief, Gladyshev changed or reincorporated this corporate entity under the name Atomic Wallet, which is incorporated in Tallinn, Estonia. Atomic Wallet offers a platform for buying, selling, and trading cryptocurrency, and holding funds, via a desktop and mobile application (“app”). It currently offers trading in over 500 cryptocurrencies and makes available various other investment opportunities involving

1 cryptocurrency, including a staking program. Atomic Wallet operates in multiple
2 jurisdictions throughout the world including in Estonia, Nigeria, Russia, Iran,
3 Turkey, Istanbul, and Peru,⁵ and is available to customers internationally and
4 throughout the United States.

5
6 153. Defendant Evercode Infinite d/b/a Evercode Lab (hereinafter,
7 “Evercode Lab”) is a mobile and web software development company specializing
8 in the crypto and fintech sector that was founded by Defendants Brusov and Sokolov.
9 Evercode Lab develops crypto wallets and other blockchain tools for digital assets.
10 Evercode Lab, under the ownership of Brusov and Sokolov, developed Atomic
11 Wallet, including its desktop and mobile applications.⁶ Evercode Lab has also built
12 other wallets such as Guarda Wallet, also founded by Brusov and Sokolov. Evercode
13 Lab is responsible for development of the wallet, app creation and installation,
14 account setup, app updates, and technical and marketing support. In particular,
15 Evercode Lab provides mnemonic phrases on the wallets it develops and is
16 responsible for updates to the wallet and apps. Evercode Lab was incorporated in
17 Dubai, United Arab Emirates in January 2022, where its “main client and
18 development office” is located. It also maintains an office in Larnaca, Cyprus.
19
20
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24 154. Defendant Evercode Inc. is a California corporation (Entity No.
25
26

27 ⁵ <https://www.linkedin.com/company/atomicwallet/people/> (last accessed June 21, 2023).

28 ⁶ <https://evercodelab.medium.com/development-of-atomic-wallet-and-guarda-wallet-b3236569ad8f> (last accessed July 6, 2023).

5248796) formed on 15 September 2022. It lists both its principal executive office and its registered agent's address as 2222 Downie Place, Santa Ana, California 92706—a 1,283-square-foot single-family residence that conducts no observable technology or fintech operations. Its articles of incorporation were executed by Lovette Dobson, a Houston-based “mass incorporator” whose name appears on tens of thousands of boiler-plate formations generated through on-line filing service Incfile. Evercode Inc. has no public website, employees, or revenue of its own. Upon information and belief, it was created solely to provide Evercode Infinite FZCO d/b/a Evercode Lab with a nominal U.S. presence. The shared Evercode brand and the use of a residential mailbox as corporate headquarters demonstrate that Evercode Inc. is the alter-ego, agent, and domestic conduit of Evercode Lab. Corporate formalities between the two entities are ignored, assets and personnel are commingled, and maintaining their separation would work an inequitable result by shielding Evercode Lab from liability in the United States. Accordingly, the California contacts of Evercode Inc.—including its registration with the California Secretary of State, its Santa Ana address, and its solicitation of California users—are properly imputed to Evercode Lab for purposes of personal jurisdiction, venue, and class-wide relief.

155. **Defendant Konstantin Gladyshev a/k/a Konstantin Gladych** is founder and CEO of Atomic Wallet, formerly Atomic Swap. Upon information and belief, Gladyshev is a citizen and resident of Russia who resides outside of the

1 United States. Gladyshev obtained his PhD in data mining and machine learning
2 from St. Petersburg State University of Telecommunications in Russia. Gladyshev
3 incorporated Atomic Wallet in 2017 in Estonia and has since exercised majority
4 control over all of Atomic Wallet's business activities at all times. Gladyshev is the
5 sole executive at Atomic Wallet and the one of two management board members,
6 alongside Defendant Brusov. Gladyshev is majority owner of Atomic Wallet, owning
7 74.4% of outstanding shares of the company. Gladyshev can make decisions without
8 votes of assent from other shareholder Defendants based on his majority ownership.
9 Gladyshev employs a "decentralized team" that works 100% remotely.⁷

13 156. **Defendant Ilia Brusov a/k/a Ilya Berezovsky a/k/a Ilya Bere** is a
14 shareholder of Atomic Wallet, owning 12.8% of all outstanding shares. She is also
15 one of two management board members alongside Defendant Gladyshev. Brusov is
16 also co-founder of Defendant Evercode Lab along with Defendant Sokolov. Upon
17 information and belief, Brusov is a citizen and resident of Russia, who resides
18 outside the United States.

21 157. **Defendant Pavel Sokolov a/k/a Paul Sokolov** is a shareholder of
22 Atomic Wallet, owning 12.8% of all outstanding shares. Sokolov is also co-founder
23 of Defendant Evercode Lab along with Defendant Brusov. Upon information and
24 belief, Sokolov is a citizen and resident of Russia, who resides outside of the United
25 States.

28 ⁷ See <https://atomicwallet.io/blog/christmas-greetings> (last accessed June 21, 2023);
<https://atomicwallet.io/careers> (last accessed June 21, 2023);

1 States. Sokolov serves as CTO of Atomic Wallet.

2 RELATED ENTITIES

3 158. **Changelly:** Changelly, a noncustodial instant cryptocurrency
4 exchange, was established as a prototype startup by developers of Minergate—a
5 crypto mining software product—including Gladyshev, in 2013 in Prague, Czech
6 Republic. It became an independent exchange service in 2014. In 2015, the team
7 allegedly created a separate unit to lead the exchange service with Gladyshev as
8 CEO. Defendant Brusov served as COO from 2017-2018. Later in 2018, around the
9 time that Atomic Wallet was established and that the Czech Republic began
10 implementing KYC/AML procedures, Changelly moved its incorporation to Malta,
11 Gladyshev stepped down as CEO, and Brusov was appointed as CEO. Atomic Wallet
12 integrates Changelly into its system to effect instant exchange transactions.

13 159. **Guardarian OÜ d/b/a Guarda Wallet (hereinafter, “Guarda**
14 **Wallet”):** Guarda Wallet, like Atomic Wallet, is a crypto wallet. It was launched in
15 2017 by Guardarian OÜ and incorporated in Estonia. Brusov and Sokolov are both
16 founders, beneficial owners, and shareholders of Guarda Wallet. Sokolov is a
17 management board member and is CEO of Guarda Wallet.

18 JURISDICTION AND VENUE

19 160. This Court has subject matter jurisdiction over this action pursuant to
20 28 U.S. C.

1 § 1332(d)(2) because the amount in controversy exceeds the sum or value of
2 \$5,000,000.00, exclusive of interest and costs, in which at least one class member is
3 a citizen of a state different from one or more Defendants.
4

5 161. Defendants are subject to personal jurisdiction in this District because
6 they purposely availed themselves of the privilege of conducting activities in the
7 United States and direct business activities toward, and conducts business with,
8 consumers throughout the United States, including within the State of California,
9 Furthermore, Defendants engaged in conduct that had a foreseeable, substantial
10 effect in California and throughout the United States connected with their unlawful
11 acts.
12
13

14 162. Specifically, Defendant Evercode developed the desktop and mobile
15 applications for Atomic Wallet, which was owned, operated, directed, and
16 controlled, by Defendants Atomic Wallet, Gladyshev, Brusov, and Sokolov.
17 Defendants each individually, and together jointly, targeted and made Atomic Wallet
18 available to United States citizens and to California residents, including Plaintiffs
19 and Class Members, via the Apple Store, Google Play, Android Store, and Windows,
20 all of which are United States entities. Defendants each individually, and together
21 jointly, knowingly and intentionally made Atomic Wallet available to United States
22 citizens, and California Residents, including Plaintiffs and Class Members, as it
23 collected users' IP addresses, email addresses, and geographic locations via email
24 communications, chat communications, help desk communications, and an
25
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1 “Unauthorized Transaction report” Google Form provided by Atomic Wallet,
2 wherein users identified to Defendants their geographic locations. Defendants each
3 individually, and together jointly, provided Plaintiffs and Class Members with a
4 mnemonic seed phrase, which was created by Defendant Evercode and which
5 Defendants represented would keep their cryptocurrency secure on the Atomic
6 Wallet platform. Defendants each individually, and together jointly, sponsored
7 advertisements about Atomic Wallet on YouTube, Twitter, other websites, and via
8 social media influencers, which was geographically targeted to reach user in
9 California and throughout the United States. Defendants each individually, and
10 together jointly, made Atomic Wallet available for United States citizens and
11 California residents to purchase, repurchase, invest, and/or reinvest cryptocurrency
12 and hold funds using the Atomic Wallet platform. When the hack occurred and
13 Plaintiffs’ and Class Members’ cryptocurrency was stolen, they and their mobile
14 and/or desktop devices were located in the United States and California.

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20 163. Venue is proper in this District under 28 U.S. C. § 1391 because
21 hundreds of Class Members reside in this District; Defendants engaged in business
22 in this District; and Defendants entered into transactions and/or received substantial
23 profits from Class Members who reside in this District.

24 FACTUAL ALLEGATIONS

25 **I. Background on Cryptocurrency and the Products at Issue**

26
27 164. A cryptocurrency is a form of digital asset based on a network that is
28

1 distributed across many computers. At present, cryptocurrencies are not issued by
2 central governments or authorities. Bitcoin is the most well-known cryptocurrency,
3 but there are thousands of others. The value of some cryptocurrencies fluctuates with
4 respect to the U.S. Dollar and all other fiat currencies. Other cryptocurrencies, like
5 U.S. Dollar Coin, are so-called stablecoins because their value is pegged to a fiat
6 currency-for U.S. Dollar Coin, the U.S. Dollar.
7

8
9 165. Different cryptocurrencies are typically designated by three-or four-
10 letter symbols, like stock tickers. Bitcoin's is BTC. U.S. Dollar Coin is USDC. Coins
11 at issue in this case include ETH, BZRX, OOKI, and several others.
12

13 166. The system by which a network of computers securely and publicly
14 records the transactions of a given cryptocurrency is called a blockchain. There are
15 several different blockchains that record transactions of a variety of different
16 cryptocurrencies. The blockchains at issue in this case are called Ethereum, Polygon,
17 and the Binance Smart Chain. Each of these blockchains has a “native”
18 cryptocurrency, in which the computers operating the network are rewarded, and
19 supports other cryptocurrency transactions as well. Ethereum's native
20 cryptocurrency, for example, is Ether (ticker: ETH).
21
22
23

24 167. A cryptocurrency token is a unit of a specific virtual currency. These
25 tokens are fungible and tradeable.
26

27 168. Cryptocurrency tokens are held via a virtual wallet. The wallet is
28 secured using cryptography and can typically be accessed only with a lengthy

1 passphrase, which is a form of strong password. The wallet has an address-typically
2 a seemingly random of string of letters and numbers-that can be published on the
3 blockchain without revealing the identity of the wallet-holder.
4

5 169. For cryptocurrency to reasonably function in a sophisticated
6 marketplace, users must transact between currencies, crypto- or otherwise; must be
7 able to lend and borrow; and must be able to earn some rate of return on stored assets.
8

9 170. Equally important is that wallets in which these assets are stored must
10 have an architecture and design, along with safety measures, which reasonably
11 protect the stored assets from being compromised or hacked.
12

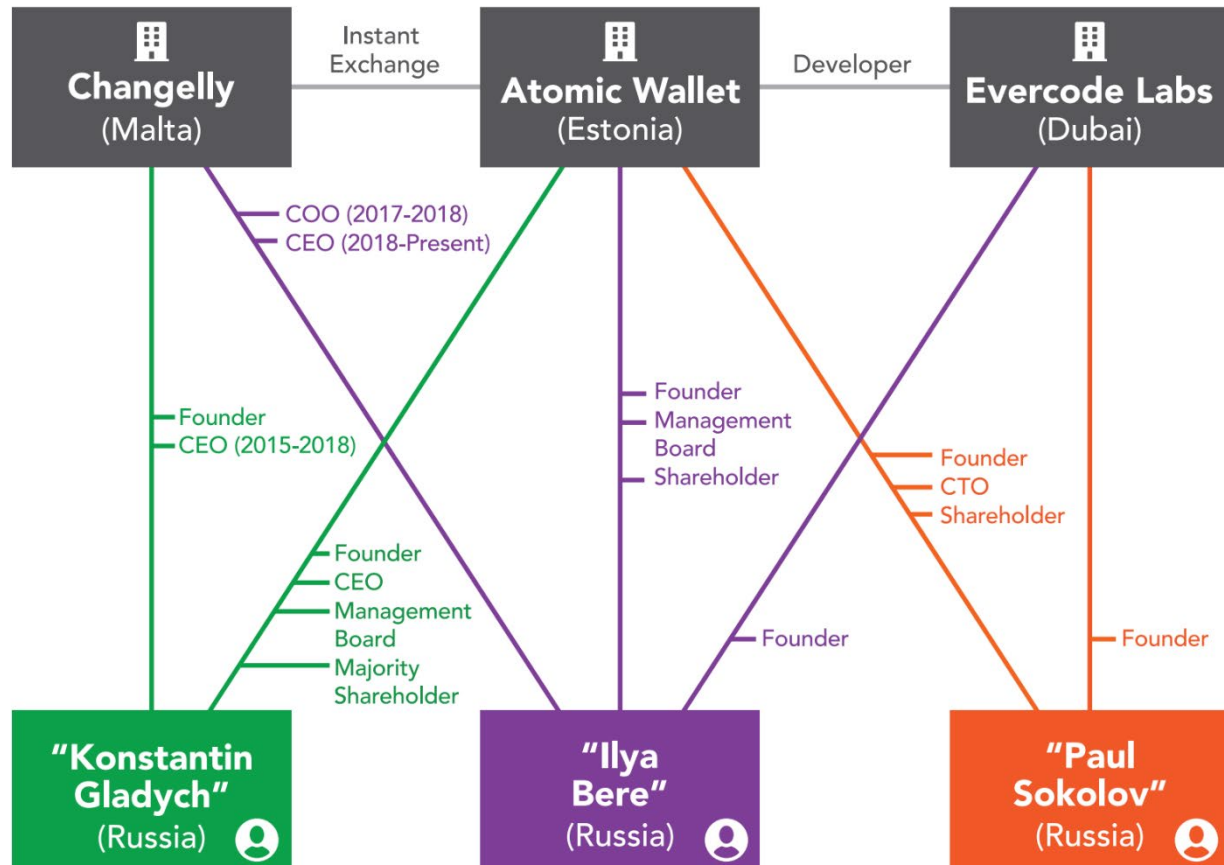
13 **II. Defendants’ Russian Origins and Web of Interrelated** 14 **Companies**

15 171. Defendants together operate a web interrelated of crypto blockchain
16 companies that purposefully “decentralized” and incorporated in various countries
17 throughout the world in an effort to avoid regulation and hide their Russian origins
18 from the public and from regulators.
19
20

21 172. Defendants operate under the same corporate structure as many other
22 Russian-affiliated crypto and blockchain players: they incorporate in Estonia or
23 Malta as a “decentralized” company that claims to be “globally-oriented” and
24 publicly use false names to disguise their Russian identity. Gladyshev has reportedly
25 stated, “*We are not like pushing it on the front page. Russian developers?*
26
27
28

*C'mon!*⁸ Russia does not recognize cryptocurrency exchanges as legal banking entities and does not recognize cryptocurrency as a valid asset.

173. Defendants' connections are depicted in the graphic below:



174. Changelly, a noncustodial instant cryptocurrency exchange, was founded by Defendant Gladyshev and others in 2013. Gladyshev became CEO in 2015, and Brusov began serving as COO In 2017. Later in 2018, around the time that Defendant Atomic Wallet was established and that the Czech Republic began implementing KYC/AML procedures, Changelly moved its incorporation to Malta,

⁸ <https://decrypt.co/11652/why-russian-crypto-companies-hide-their-identity>, last accessed July 5, 2023.

1 Gladyshev stepped down as CEO, and Defendant Brusov was appointed as CEO.

2 175. Brusov confirmed that the move to incorporate in Malta was motivated
3 by avoiding regulation. When asked whether Changelly would ever “introduce
4 mandatory KYC if pressed by regulators,” Brusov responded: “I can imagine that
5 coming, I guess we will have to look for a way to establish a compromise. By the
6 way, we’re planning to move our jurisdiction to Malta soon[.]”⁹

7
8 176. Atomic Wallet integrates Changelly on its platforms to effect instant
9 exchanges of cryptocurrencies in the app, and Gladyshev has stated “Changelly was
10 the first project I worked at as CEO. Now it is one of our key partners[.]”¹⁰

11
12 177. Atomic Wallet’s software was developed by Defendant Evercode Lab,
13 at the direction of Defendants Brusov and Sokolov. According to its website,
14 Evercode Lab was responsible for development of the wallet, app creation and
15 installation, account setup, app updates, and technical and marketing support. In
16 particular, Evercode Lab provided “Mnemonic phrase for security and privacy” and
17 has at all times been responsible for updates to the wallet and apps.

18
19 178. Up until at least June 1, 2023, Evercode Labs had an entire page on its
20 website dedicated to its development of Atomic Wallet.¹¹ Evercode Lab took down
21 the Atomic Wallet page following the June 2023 hack, but a snapshot as of June 1,

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27 ⁹ <https://bitcoinist.com/changelly-ceo-speaks-on-monero-controversy-and-shapeshift-ending-anonymity-interview/>
(last accessed June 30, 2023).

28 ¹⁰ <https://changenow.io/blog/know-the-wallet-atomic> (last accessed June 30, 2023)

¹¹ <https://web.archive.org/web/20230601232054/https://evercode.com/cases/atomic>

2023, it is still accessible via Wayback Machine.

179. *Evercode Lab developed Atomic Wallet and made it available to users within a mere 4 months.* Its beta release was done within 6 months. Evercode Lab represents to users that Atomic Wallet “combines the maximum level of security possible as well as anonymity for its end-users” and that “safety and convenience were our priorities[.]”

180. Evercode created for Atomic Wallet mnemonic keys, a set of 12 randomly generated words, which it claims were “stored by users only” and “cannot be stolen[.]” They also claim that with the wallet’s Atomic Swap system “it is virtually impossible” for sensitive data to be lost or stolen. A 2020 blog post from Evercode Lab also states regarding Atomic Wallet, “The novelty of this wallet lies in usability and incapacity of private keys stealing because they don’t get to the network.”¹²

Evercode Lab Website as of June 1, 2023:

¹² <https://evercodelab.medium.com/development-of-atomic-wallet-and-guarda-wallet-b3236569ad8f>, last accessed July 6, 2023

Atomic wallet – universal cryptocurrency wallet

The Evercode Lab team developed a multi-cryptocurrency wallet making it possible to perform cross-blockchain swaps. This wallet can be used in an anonymous fashion and stores keys exclusively on users' devices.

Security

To begin with, we engineered a dependable authorization system without compromising quality. The idea was to generate a mnemonic key, a set of 12 randomly generated words. Such phrases are stored by users only and used as logins to restore the wallet on other devices and as password recovery codes.

We also managed to enable users to sign transactions on their devices. As a result, it is not necessary to transfer unique keys to the network. Hence, these keys cannot be stolen there.

Evercode Lab Website as of July 6, 2023:

404

Page not found

Sorry :(

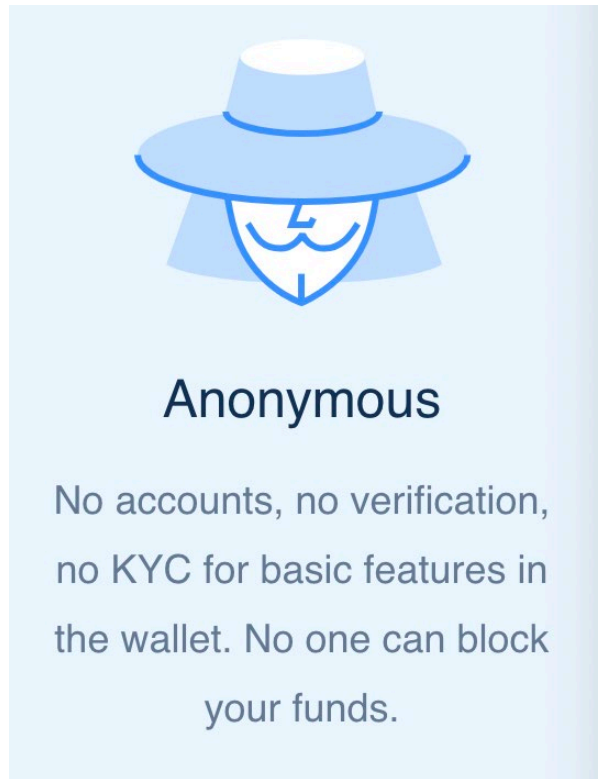
We couldn't find this page

III. Atomic Wallet and its Promises

1 181. Atomic Wallet describes itself as a “non-centralized custodial” crypto
2 wallet used “for buying, staking, & exchanging” that is “[t]rusted by 5,000,000
3 users worldwide.”

4
5 182. Atomic Wallet represents that its platform is “secured” and promises
6 users: “Your private keys are encrypted and never leave your device. You fully
7 control your funds.”

8
9 183. Atomic Wallet also touts that it does not employ verification or know-
10 your-customer “KYC” controls:



24
25 184. Atomic Wallet’s website describes its service as follows:

26 Atomic Wallet is a non-custodial decentralized wallet. It means that you
27 own your backup phrase and private keys, thus, you fully control your
28 funds. We have no access to your wallet and your sensitive information.

1 Your 12-words backup and private keys are stored locally on your
2 device and strongly encrypted. Moreover, your funds are not located in
3 the wallet itself, there are safely stored on the blockchain. Atomic
4 Wallet connects directly to the blockchain nodes and shows the
5 information about your balances, transaction history and everything
6 you see in the wallet. It also allows you to perform transactions on the
7 blockchain. Atomic Wallet also provides you with exchange and
8 buying crypto services with the help of our partners.

9 185. The website further explains that user private keys and backup phrases
10 are stored locally on user devices and “strongly encrypted” and that the wallet and
11 all operations within it are password-protected. Atomic Wallet claims not to store
12 any “private data” and claims that wallets are safe so long as users do not
13 compromise their own devices or share their 12-wor backup or private keys.
14 Atomic Wallet states on its website, “*Your backup is like a key to your wallet,*
15 *whoever owns it, owns the funds. Take your passwords seriously.*”
16
17

18 186. As set forth below, Atomic Wallet failed to take its own advice.
19

20 187. Atomic Wallet’s failure to implement security measures, including
21 those recommended by its own consulting security safety group, resulted in
22 thousands of users’ private keys being compromised by hackers in June 2023,
23 resulting in over \$100 million of losses to affected users.
24

25 188. The stolen funds appear at this point to be unrecoverable.
26

27 189. As set forth fully below, Defendants failed to take reasonable steps to
28 secure the platform and prevent the theft that occurred as a result.

IV. Defendants Were on Notice of Security Vulnerabilities on the Atomic Wallet Platforms but Failed to Inform Users of Relevant Risks and Failed to Mitigate Against Those Risks.

a. The Least Authority Audit Revealed Security Vulnerabilities and Recommended Action.

190. Almost two years before Atomic Wallet user wallets throughout the world were hacked, resulting in over \$100 million in lost cryptocurrency-related assets, Defendants hired crypto research and security group Least Authority to conduct “a comprehensive security audit of the Atomic Wallet system design, in addition to the corresponding core, desktop, and mobile coded implementations” which began on March 3, 2021 and concluded upon delivery of the Initial Audit Report on April 7, 2021.

191. In April 2021, Least Authority advised defendants of serious “existing security vulnerabilities” impacting the security of user wallets and funds. Least Authority reported that users were vulnerable to a total loss of assets due to the current use and implementation of cryptography, a lack of adherence to wallet system best practices and standards, a lack of robust project documentation, and an incorrect use of Electron, a framework for building desktop apps.

192. In a published statement arising from its original audit and subsequent audits of Atomic Wallet, Least Authority stating in relevant part:

[W]e strongly recommend that the Atomic Wallet team immediately notify users of the existing security vulnerabilities. In addition, until the issues and suggestions outlined in the report have been

1 *sufficiently remediated and the Atomic Wallet has undergone*
2 *subsequent security audits, we strongly recommend against the*
3 *Atomic Wallet’s deployment and use.*¹³

4 193. Least Authority confirmed that despite Defendants’ knowledge of
5 existing security vulnerabilities to protect user assets and private data, and
6 recommendations to cure those security vulnerabilities, Defendants took no action
7 to do so. Facing Defendants’ refusal to remedy the security vulnerabilities, Least
8 Authority warned Defendants it planned to write a blog post alerting existing users
9 of the security vulnerabilities and offered Defendants an opportunity to take
10 remedial action before doing so. Defendants still chose to take no action, and Least
11 Authority wrote the blog post, which outlined Defendants’ repeated failure to take
12 action:
13
14
15

16 Following the delivery of the Initial Audit Report, the Atomic Wallet
17 team provided a response to our findings on 16 November 2021. During
18 the verification phase, our team reviewed the commits provided by
19 Atomic Wallet and found that a significant number of issues and
20 suggestions remain unresolved and that the implementation in its
21 current state continues to be a security risk for users
22

23 . . .

24 [W]e notified the Atomic Wallet team of our plans to responsibly
25 disclose the risk to users and invited them to work collaboratively with
26

27
28 ¹³ <https://web.archive.org/web/20220210153123/https://leastauthority.com/blog/disclosure-of-security-vulnerabilities-in-atomic-wallet/> (last accessed June 30, 2023) (emphasis added).

us in hopes that they would take immediate action, as recommended. We provided the Atomic Wallet team several opportunities to address the issues in our report and reached out several times to inform them of our reasoning and intentions prior to publishing this blogpost. However, they have not provided a sufficient or timely response after several suggestions by our team encouraging their proactive participation in this disclosure to alert users.

194. Defendants did not undertake due diligence and remedial measures addressing vulnerabilities in its Atomic Wallet. Rather, Gladyshev responded with the following representations:

- We have taken all the issues discovered by Least Authority into full account.
- For some issues, we have already released corresponding patches and notified Least about doing so.
- To implement the remaining suggestions, we will need to rework some parts of our application's core architecture. This will take some more time as per our estimate, but we are working on it. ***None of those issues pose any security risks to our users***, as Atomic is a non-custodial wallet and all data is stored locally on users' devices. We are expecting to implement the rest of Least's suggestions in Q2 2022. Once we are done, we will re-audit the application.
- Atomic Wallet has undergone two security audits so far. The other audit, conducted by DerSecur Ltd, asserted: "The application's average security score is 4.7. This result is higher than the market average. ***The application can be considered secure enough***, nevertheless, we recommend bringing to the attention vulnerabilities discovered during the audit and consulting with the detailed results."
- Security is our highest priority, and we are continuously working on improving Atomic Wallet. Therefore, we have thoroughly reviewed Least's report and will be done implementing their recommendations in full in Q2,

2022.¹⁴

195. Despite Defendants’ promises and reassurances to customers of security, Atomic Wallet lacked reasonable safeguards and failed to implement measures to correct and mitigate against known security deficiencies. As a result, thousands of user wallets were hacked, and the Plaintiffs’ funds stolen. Plaintiffs’ wallets were vulnerable because of Defendants failure to implement security measures including those recommended by its own consulting security safety group. Defendants knew the risks in their security systems, and the measures recommended to mitigate those risks as reasonably necessary to protect Plaintiffs’ wallets from a hack. The end result was a total theft of over \$100 Million in US Dollar equivalents.

b. In June 2023, Hackers Exploited Atomic Wallet’s Known Security Vulnerabilities and Stole over \$100 Million in US Dollar Equivalents.

196. On June 3, 2023, numerous sources began reporting an attack on Atomic Wallet that resulted in significant financial losses for many victims, including Plaintiffs in this action. According to Elliptic Connect (“Elliptic”), a blockchain analysis company, an estimated 5,500 crypto wallets have been affected by the attack, and losses have been reported at over \$100 million. In many cases, users have lost entire portfolios.

¹⁴ Henken, *Least Authority Discloses Security Risks in Atomic Wallet* (Feb. 22, 2022), available at <https://www.coindesk.com/tech/2022/02/10/least-authority-discloses-security-risks-in-atomic-wallet/> (last accessed June 21, 2023) (emphasis added).

1 197. On June 4, 2023, Atomic Wallet downplayed the hack on both its blog
2 and its official Twitter account, reporting that “less than 1% of our monthly active
3 users have been affected/reported,” and that the “[s]ecurity investigation is ongoing”
4 but has failed to provide any explanation as to the root cause of the losses.
5

6 198. Elliptic has traced stolen funds and linked them to the notorious Lazarus
7 Group. Lazarus Group is a well-known and state-sponsored hacking group out of
8 North Korea believed to be responsible for stealing over \$2 billion in cryptocurrency
9 through various schemes. The U.S. FBI named Lazarus the prime suspect in a \$100
10 million Harmony Protocol hack earlier this year. Lazarus is thus a known threat
11 throughout the cryptocurrency marketplace.
12

13 199. The Elliptic investigation has revealed that the funds have been linked
14 to a coin mixing service called Sinbad—the preferred mixer of Lazarus—and the
15 funds are being swapped for bitcoin (BTC) before being laundered through Sinbad.
16 Coin mixers enable anonymity in cryptocurrency transactions by randomly mixing
17 crypto transfers to obscure the origin and destination of the funds.
18

19 200. Elliptic’s analysts found that the Sinbad mixer was a clone of a
20 different, previously-sanctioned mixer, Blender, and Lazarus had laundered over
21 \$100 million in stolen funds using Sinbad by February 2023.
22

23 201. Atomic Wallet has since taken down their download server,
24 “get.atomicwallet.io,” likely out of concern that their software was breached and to
25 prevent the spread of further compromises.
26
27
28

1 202. Atomic Wallet is now collecting information from victims, asking what
2 operating system they are using, where they downloaded the software, what was
3 done before crypto was stolen, and where the backup phrase was stored. Victims are
4 also asked to submit this information, and more, on a Google Docs “unauthorized
5 transaction report” form¹⁵ that was created to investigate the incident.
6

7 203. Based on the mass losses due to a single event hack, Defendants failed
8 in providing sufficient security to prevent the hack which clearly infiltrated
9 Defendants’ servers and/or architecture of its Atomic Wallet design enabling the
10 theft of Plaintiffs’ and others similarly situated assets and cryptocurrency property.
11

12 V. Defendants Profits from Trade Fees.

13 204. Atomic Wallet charges customers fees for use of the platform, which
14 represent Defendants’ primary revenue source.
15

16 205. Atomic Wallet charges trade fees of 2-5%¹⁶ for transactions involving
17 fiat currency. In addition, the Atomic Website notes that the card’s issuing bank
18 will charge a processing fee that “can be quite high (around ~ 5%) as buying
19 crypto purchases is seen as a high-risk operation.”
20

21 206. Atomic Wallet charges all users a “network fee” for its “mining”
22 services involved in processing transactions, including its Staking Service. The
23
24

25
26 ¹⁵ Available at https://docs.google.com/forms/d/1sSFm8VHKm-ifnJCGj-JA2godUWEotV9tHVel-DAaqVw/viewform?edit_requested=true.

27 ¹⁶ While one section of the Atomic Wallet website states, “there is a flat 2% fee (\$10 min) that you'll have to pay if
28 you buy cryptocurrency with fiat,” another section states, “Atomic Wallet charges a flat 5% fee, with a minimum of \$10 per operation.”

1 Atomic Wallet website states that the fee “goes to miners to process [the staking]
2 transaction” and “the fee size depends on the network’s current load. The more
3 transactions are queued to get confirmed, the higher the fee will be.” The website
4 further states:
5

6 Think about it this way: when making a transaction, you're the miners'
7 client. Since any miner is always looking to increase their revenue,
8 they'll first choose the transactions that offer the highest potential pay.
9 When the network is overloaded and lots of transactions are queued to
10 get completed, some people will be willing to offer higher fees to make
11 their transactions more appealing to miners and thus speed up the
12 confirmation process. Therefore, the average network fee will go up.

13 207. Atomic Wallet also charges a separate variable network fee for trades
14 in BTC, LTC, and DGB, which changes depending on “the number of inputs” a
15 single transaction will have. The website explains:
16

17 What are inputs? Imagine you need to buy something that costs \$350,
18 and you need to pay with cash. Since a \$350 bill doesn't exist, you'll
19 use three \$100 bills and one \$50 bill. It will be quite easy for the cashier
20 to count the money. If you use 35 \$10 bills instead, though, things will
21 get a bit harder.
22

23 This works the same way on the blockchain. If Bob has 0.45 BTC on
24 his balance, this amount is likely composed of numerous smaller BTC
25 pieces. Instead of saying he owns 0.45 BTC, it would be more accurate
26 to say he owns 0.1 + 0.2 + 0.1 + 0.05 BTC. Therefore, if he wanted to
27 transfer 0.15 BTC to Alice, he'd be sending her 0.1 + 0.05 BTC, as
28 opposed to a single 0.15 BTC piece.

1 These 'pieces' are inputs. The more you're sending, the heavier the
2 transaction will be.

3 208. Atomic Wallet charges a separate fee for trades in ETH, which
4 reportedly “has no impact on the network fee size.”
5

6 209. Atomic Wallet partners with exchanges and offers additional fees on
7 those exchanges amounting to 0.5% plus the exchange partner commission.
8

9 **VI. Defendants Purposely Availed Themselves of U.S. Jurisdiction by Targeting**
10 **United States and California Residents and Causing Foreseeable Harm to**
11 **United States and California Residents.**

12 210. Defendants each individually, and together jointly, targeted and made
13 Atomic Wallet available to United States citizens and California residents, including
14 Plaintiffs and Class Members, via the Apple Store, Google Play, Android Store, and
15 Windows, all of which are United States entities.
16

17 211. Defendants intentionally made the Atomic Wallet desktop and mobile
18 apps, including the mnemonic keys and app updates, available to U.S. and California
19 residents and caused foreseeable harm that Defendants knew was likely to be
20 suffered in the U.S. and California.
21

22 212. Defendants designed the Atomic Wallet desktop and mobile
23 applications to be appealing and accessible to U.S. users, advertised and marketed
24 the app directly to U.S. and California customers, and provided technical support to
25 U.S. and California users.
26
27
28

1 213. Defendants made the Atomic Wallet desktop and mobile applications
2 and their terms of service available to U.S. and California consumers in English and
3 launched promotional advertising and social media campaigns that were directed
4 toward, and did reach, U.S. and California residents.

5
6 214. Defendants provided technical support in English to U.S. and
7 California residents via online chat functionality and via emails to U.S. and
8 California residents who were using U.S.-based email accounts.

9
10 215. As a direct result of Defendants' design, marketing, and advertisement
11 of the Atomic Wallet desktop and mobile applications, which were directed toward
12 and available to U.S. and California users, U.S. and California users were injured in
13 that their cryptocurrency funds were hacked and stolen while they were using
14 Atomic Wallet and located in California and the U.S.

15
16
17 216. The injury that occurred to Plaintiffs and Class Members was
18 foreseeable, and it was foreseeable that the harm would occur in California and
19 throughout the United States.

20
21 217. Defendants made the Atomic Wallet app available to U.S. and
22 California users via download on Google Play, a U.S. application store, thereby
23 availing themselves of the U.S. market and making it reasonable for Defendants to
24 anticipate being subject to U.S. jurisdiction for disputes involving U.S. users.

25
26 218. The Google Play Developer Distribution Agreement (DDA) requires
27 developers like Defendants to comply with U.S. legal frameworks, including dispute
28

1 resolution mechanisms. For example, the DDA explicitly states that disputes must
2 be resolved under the exclusive jurisdiction of courts in Santa Clara County,
3 California, and governed by U.S. law. This forum-selection clause binds all
4 developers globally, including foreign entities, as a condition of accessing Google
5 Play's distribution platform.
6

7 219. Google Play also mandates Defendants' adherence to various U.S. laws
8 and regulations, including export controls, privacy laws, and payment systems. For
9 instance, apps handling user data must comply with U.S. privacy standards, and
10 revenue-sharing agreements are often structured under U.S. contractual norms.
11

12 220. By making their app available to U.S. users and monetizing through
13 Apple's U.S.-based payment systems, Defendants voluntarily engaged in commerce
14 tied to the United States, creating a foreseeable jurisdictional nexus.
15

16 221. Defendants voluntarily submitted themselves to these requirements,
17 availing themselves of the U.S. market and making it reasonable for Defendants to
18 anticipate being subject to U.S. jurisdiction for disputes involving U.S. users.
19

20 222. Defendants also made the Atomic Wallet app available to U.S. and
21 California users via download on the Apple App Store, a U.S. application store,
22 thereby availing themselves of the U.S. market and making it reasonable for
23 Defendants to anticipate being subject to U.S. jurisdiction for disputes involving
24 U.S. users.
25

26 223. The Apple App Store Connect Terms of Service requires developers to
27
28

1 comply with U.S. legal frameworks, including dispute resolution mechanisms.

2 224. Apple's App Store Connect Terms of Service mandate that disputes
3 related to app distribution are governed by California law and subject to exclusive
4 jurisdiction in the Northern District of California. Developers like Defendants must
5 agree to these terms to list apps on the App Store, creating a binding contractual
6 obligation.
7

8 225. Similarly, Apple's Standard End User License Agreement (EULA)
9 requires litigation in Santa Clara County, California, for disputes arising from app
10 usage. By accepting these terms, foreign developers waive objections to U.S.
11 jurisdiction and agreed to resolve claims in designated U.S. forums.
12

13 226. The Apple App Store mandates adherence to various U.S. laws and
14 regulations, including export controls, privacy laws, and payment systems. For
15 instance, apps handling user data must comply with U.S. privacy standards, and
16 revenue-sharing agreements are often structured under U.S. contractual norms.
17

18 227. By making their app available to U.S. users and monetizing through
19 Apple's U.S.-based payment systems, Defendants voluntarily engaged in commerce
20 tied to the United States, creating a foreseeable jurisdictional nexus.
21

22 228. Defendants voluntarily submitted themselves to these requirements,
23 availing themselves of the U.S. market and making it reasonable for Defendants to
24 anticipate being subject to U.S.
25

26 229. Defendants also made the Atomic Wallet app available to U.S. and
27
28

1 California users via Windows Store, Microsoft's U.S. application store, thereby
2 availing themselves of the U.S. market and making it reasonable for Defendants to
3 anticipate being subject to U.S. jurisdiction for disputes involving U.S. users.

4
5 230. Microsoft's App Developer Agreement requires developers to comply
6 with U.S. legal frameworks, including dispute resolution mechanisms.

7
8 231. Microsoft's App Developer Agreement requires developers to consent
9 to jurisdiction in Washington state courts for disputes. By accepting these terms, the
10 foreign developers like Defendants agree to resolve legal claims related to U.S. users
11 in U.S. forums, effectively waiving objections to personal jurisdiction. By accepting
12 these terms, Defendants waives objections to U.S. jurisdiction and agreed to resolve
13 claims in designated U.S. forums.
14

15
16 232. Making an app available via Windows Store mandates adherence to
17 various U.S. laws and regulations, including export controls, privacy laws, and
18 payment systems. For instance, apps handling user data must comply with U.S.
19 privacy standards, and revenue-sharing agreements are often structured under U.S.
20 contractual norms.
21

22
23 233. By making their app available to U.S. users and monetizing through
24 Microsoft's U.S.-based payment systems, Defendants voluntarily engaged in
25 commerce tied to the United States, creating a foreseeable jurisdictional nexus.

26
27 234. Defendants voluntarily submitted themselves to these requirements,
28 availing themselves of the U.S. market and making it reasonable for Defendants to

1 anticipate being subject to U.S. jurisdiction for disputes involving U.S. users,
2 including claims brought against Defendants within the State of California.

3 **CLASS ALLEGATIONS**

4
5 235. As detailed below in the individual counts, Plaintiffs brings this lawsuit
6 on behalf of themselves and all others similarly situated, pursuant to Rule 23(a),
7 (b)(2), (b)(3), and/or (c)(4) of the Federal Rules of Civil Procedure.
8

9 **I. Class Definitions**

10 236. Plaintiffs seek to represent the following Nationwide Class and
11 subclasses (collectively, the “Classes”):
12

13 (1) **Nationwide Class**: All persons or entities in the United States who,
14 within the applicable limitations period, purchased, repurchased, invested,
15 and/or reinvested cryptocurrency on the Atomic Wallet platform and whose
16 assets were stolen in June 2023;
17

18 (2) **California Subclass**: All persons or entities in the state of California
19 who, within the applicable limitations period, purchased, repurchased,
20 invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and
21 whose assets were stolen in June 2023;
22

23 (3) **Arizona Subclass**: All persons or entities in the state of Arizona who,
24 within the applicable limitations period, purchased, repurchased, invested,
25 and/or reinvested cryptocurrency on the Atomic Wallet platform and whose
26
27
28

assets were stolen in June 2023;

(4) **Colorado Subclass**: All persons or entities in the state of Colorado who, within the applicable limitations period, purchased, repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and whose assets were stolen in June 2023;

(5) **Connecticut Subclass**: All persons or entities in the state of Connecticut who, within the applicable limitations period, purchased, repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and whose assets were stolen in June 2023;

(6) **Florida Subclass**: All persons or entities in the state of Florida who, within the applicable limitations period, purchased, repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and whose assets were stolen in June 2023;

(7) **Georgia Subclass**: All persons or entities in the state of Georgia who, within the applicable limitations period, purchased, repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and whose assets were stolen in June 2023;

(8) **Idaho Subclass**: All persons or entities in the state of Idaho who, within the applicable limitations period, purchased, repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and whose assets

1 were stolen in June 2023;

2 (9) **Iowa Subclass**: All persons or entities in the state of Iowa who, within
3 the applicable limitations period, purchased, repurchased, invested, and/or
4 reinvested cryptocurrency on the Atomic Wallet platform and whose assets
5 were stolen in June 2023;
6

7
8 (10) **Illinois Subclass**: All persons or entities in the state of Illinois who,
9 within the applicable limitations period, purchased, repurchased, invested,
10 and/or reinvested cryptocurrency on the Atomic Wallet platform and whose
11 assets were stolen in June 2023;
12

13 (11) **Indiana Subclass**: All persons or entities in the state of Indiana who,
14 within the applicable limitations period, purchased, repurchased, invested,
15 and/or reinvested cryptocurrency on the Atomic Wallet platform and whose
16 assets were stolen in June 2023;
17

18
19 (12) **Kansas Subclass**: All persons or entities in the state of Kansas who,
20 within the applicable limitations period, purchased, repurchased, invested,
21 and/or reinvested cryptocurrency on the Atomic Wallet platform and whose
22 assets were stolen in June 2023;
23

24
25 (13) **Kentucky Subclass**: All persons or entities in the state of Kentucky
26 who, within the applicable limitations period, purchased, repurchased,
27 invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and
28

1 whose assets were stolen in June 2023;

2 (14) **Maryland Subclass**: All persons or entities in the state of Maryland
3 who, within the applicable limitations period, purchased, repurchased,
4 invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and
5 whose assets were stolen in June 2023;
6

7
8 (15) **Massachusetts Subclass**: All persons or entities in the state of
9 Massachusetts who, within the applicable limitations period, purchased,
10 repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet
11 platform and whose assets were stolen in June 2023;
12

13
14 (16) **Michigan Subclass**: All persons or entities in the state of Michigan
15 who, within the applicable limitations period, purchased, repurchased,
16 invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and
17 whose assets were stolen in June 2023;
18

19 (17) **Missouri Subclass**: All persons or entities in the state of Missouri who,
20 within the applicable limitations period, purchased, repurchased, invested,
21 and/or reinvested cryptocurrency on the Atomic Wallet platform and whose
22 assets were stolen in June 2023;
23

24
25 (18) **New Jersey Subclass**: All persons or entities in the state of New Jersey
26 who, within the applicable limitations period, purchased, repurchased,
27 invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and
28

1 whose assets were stolen in June 2023;

2 (19) **New Mexico Subclass**: All persons or entities in the state of New
3 Mexico who, within the applicable limitations period, purchased,
4 repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet
5 platform and whose assets were stolen in June 2023;
6

7
8 (20) **New York Subclass**: All persons or entities in the state of New York
9 who, within the applicable limitations period, purchased, repurchased,
10 invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and
11 whose assets were stolen in June 2023;
12

13 (21) **North Carolina Subclass**: All persons or entities in the state of North
14 Carolina who, within the applicable limitations period, purchased,
15 repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet
16 platform and whose assets were stolen in June 2023;
17

18
19 (22) **Nevada Subclass**: All persons or entities in the state of Nevada who,
20 within the applicable limitations period, purchased, repurchased, invested,
21 and/or reinvested cryptocurrency on the Atomic Wallet platform and whose
22 assets were stolen in June 2023;
23

24
25 (23) **Ohio Subclass**: All persons or entities in the state of Ohio who, within
26 the applicable limitations period, purchased, repurchased, invested, and/or
27 reinvested cryptocurrency on the Atomic Wallet platform and whose assets
28

1 were stolen in June 2023;

2 (24) **Oregon Subclass**: All persons or entities in the state of Oregon who,
3 within the applicable limitations period, purchased, repurchased, invested,
4 and/or reinvested cryptocurrency on the Atomic Wallet platform and whose
5 assets were stolen in June 2023;
6

7
8 (25) **Pennsylvania Subclass**: All persons or entities in the state of
9 Pennsylvania who, within the applicable limitations period, purchased,
10 repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet
11 platform and whose assets were stolen in June 2023;
12

13
14 (26) **South Carolina Subclass**: All persons or entities in the state of South
15 Carolina who, within the applicable limitations period, purchased,
16 repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet
17 platform and whose assets were stolen in June 2023;
18

19 (27) **Tennessee Subclass**: All persons or entities in the state of Tennessee
20 who, within the applicable limitations period, purchased, repurchased,
21 invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and
22 whose assets were stolen in June 2023;
23

24
25 (28) **Texas Subclass**: All persons or entities in the state of Texas who,
26 within the applicable limitations period, purchased, repurchased, invested,
27 and/or reinvested cryptocurrency on the Atomic Wallet platform and whose
28

assets were stolen in June 2023;

(29) **Utah Subclass**: All persons or entities in the state of Utah who, within the applicable limitations period, purchased, repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and whose assets were stolen in June 2023;

(30) **Virginia Subclass**: All persons or entities in the state of Virginia who, within the applicable limitations period, purchased, repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and whose assets were stolen in June 2023;

(31) **Washington Subclass**: All persons or entities in the state of Washington who, within the applicable limitations period, purchased, repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and whose assets were stolen in June 2023;

(32) **Wisconsin Subclass**: All persons or entities in the state of Wisconsin who, within the applicable limitations period, purchased, repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet platform and whose assets were stolen in June 2023; and

(33) **West Virginia Subclass**: All persons or entities in the state of West Virginia who, within the applicable limitations period, purchased, repurchased, invested, and/or reinvested cryptocurrency on the Atomic Wallet

1 platform and whose assets were stolen in June 2023.

2
3
4 Excluded from the Classes are Defendants and their officers, directors,
5 affiliates, legal representatives, and employees; any governmental entities; and any
6 judge, justice, or judicial officer presiding over this matter and the members of their
7 immediate families and judicial staff.
8

9 237. The Class Period is January 1, 2017, through the present.

10
11 238. Plaintiffs reserve the right to modify or amend the definition of the
12 proposed Classes, or to include additional classes or subclasses, if investigation or
13 discovery indicate that the definitions should be narrowed, expanded, or otherwise
14 modified, before or after the Court determines whether such certification is
15 appropriate as discovery progresses.
16

17 II. Numerosity

18
19 239. The Classes are comprised of thousands of consumers, who used the
20 Atomic Wallet platform and whose assets were stolen in June 2023. Membership in
21 the Classes are thus so numerous that joinder of all members is impracticable. The
22 precise number of class members is currently unknown to Plaintiffs but is easily
23 identifiable through other means, such as through Atomic Wallet's corporate
24 records, including its internal investigation into the hack, self-identification and
25 blockchain analytics.
26
27
28

III. Commonality/Predominance

240. This action involves common questions of law and fact, which predominate over any questions affecting individual class members. These common legal and factual questions include, but are not limited to, the following:

- (a) Whether Defendants owed a duty to Plaintiff and the Classes;
- (b) whether Defendants breached their duty to Plaintiff and the Classes;
- (c) whether Defendants' actions were the proximate and actual cause of Plaintiffs' and the Classes' losses
- (d) the type and measure of damages suffered by Plaintiffs and the Classes;
- (e) whether Plaintiffs and the Classes have sustained monetary loss, and the measure of that loss;
- (f) whether Plaintiffs and the Classes are entitled to consequential damages, punitive damages, statutory damages, disgorgement, and/or other legal or equitable appropriate remedies as a result of Defendants' conduct.

IV. Typicality

241. Plaintiffs' claims are typical of the claims of the members of the Classes because all members were injured through the uniform misconduct in violation of laws described herein. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all such members. Plaintiffs and members of the Classes have sustained damages from Defendants' common course of unlawful conduct.

Further, there are no defenses available to any Defendants that are unique to Plaintiffs.

V. Adequacy of Representation

242. Plaintiffs will fairly and adequately protect the interests of the members of the Classes. Plaintiffs have retained counsel experienced in complex consumer class action litigation, and Plaintiffs intend to prosecute this action vigorously. Plaintiffs have no adverse, conflicting, or antagonistic interests to those of the Classes. Plaintiffs anticipate no difficulty in the management of this litigation as a class action. To prosecute this case, Plaintiffs have chosen the undersigned law firms, which have the financial and legal resources to meet the substantial costs and legal issues associated with this type of consumer class litigation.

VI. Ascertainability

243. Members of the Classes are readily ascertainable and identifiable. Members of the Classes may be identified by records maintained by Defendants or their agents and/or through blockchain ledger information.

VII. Requirements of Fed. R. Civ. P. 23(b)(3)

244. The questions of law or fact common to Plaintiffs' and each Class member's claims predominate over any questions of law or fact affecting only individual members of the Classes. All claims by Plaintiffs and the unnamed members of the Classes are based on the common course of conduct by Defendants.

245. Common issues predominate when, as here, liability can be determined

1 on a class- wide basis, even when there will be some individualized damages
2 determinations.

3 246. As a result, when determining whether common questions predominate,
4 courts focus on the liability issue, and if the liability issue is common to the Classes
5 as is in the case at bar, common questions will be held to predominate over individual
6 questions.
7

8
9 a. Superiority

10 247. A class action is superior to individual actions for the proposed Classes,
11 in part because of the non-exhaustive factors listed below:
12

- 13 (a) Joinder of all Class members would create extreme hardship and
14 inconvenience for the affected customers as they reside worldwide,
15 nationwide, and throughout the state;
16 (b) Individual claims by Class members are impracticable because the
17 costs to pursue individual claims exceed the value of what any one
18 Class member has at stake. As a result, individual Class members have
19 no interest in prosecuting and controlling separate actions;
20 (c) There are no known individual Class members who are interested in
21 individually controlling the prosecution of separate actions;
22 (d) The interests of justice will be well served by resolving the common
23 disputes of potential Class members in one forum;
24 (e) Individual suits would not be cost effective or economically
25 maintainable as individual actions; and
26 (f) The action is manageable as a class action.

27 **VIII. Requirements of Fed. R. Civ. P. 23(c)(4)**

28 248. As it is clear that one of the predominant issues regarding Defendants'
liability is whether Defendants acted negligently, utilizing Rule 23(c)(4) to certify

1 the Class for a class wide adjudication on this issue would materially advance the
2 disposition of the litigation as a whole.

3 **IX. Nature of Notice to the Proposed Class.**
4

5 249. The names and addresses of all Class Members are contained in the
6 business records maintained by Atomic Wallet and are readily available to Atomic
7 Wallet. Alternative notice will be proposed in the form of electronic internet-based
8 NFTs and/or traditional internet-based communications and/or notices or
9 advertisements. The Class Members are readily and objectively identifiable.
10 Plaintiffs contemplate that notice will be provided to Class Members by e-mail, mail,
11 and published notice.
12
13

14 **COUNT 1**

15 **Negligence**

16 **(Plaintiffs Individually and on behalf of the Classes)**
17

18 250. Plaintiffs repeat and re-allege the allegations contained above, as if
19 fully set forth herein.

20 251. Defendants owed Plaintiffs a duty to maintain the security of the funds
21 in Atomic Wallet wallets, including but not limited to putting in place procedures
22 such that a hacking attack would not result in a multi-million dollar theft; it breached
23 that duty; and Defendants' actions in breaching their duty were the proximate and
24 but-for cause of an injury-namely, the loss of funds deposited with Plaintiffs' Atomic
25 Wallet wallets.
26
27
28

1 252. Defendants owed Plaintiffs a duty ensure that important passwords or
2 security details could not be revealed to bad actors; it breached that duty; and
3 Defendants' actions in breaching their duty were the proximate and but-for cause of
4 an injury-namely, the loss of funds deposited with Plaintiffs' Atomic Wallet wallets.
5

6 253. Defendants owed Plaintiffs a duty secure against malicious attacks that
7 could result in the theft of millions of dollars of assets; it breached that duty; and
8 Defendants' actions in breaching their duty were the proximate and but-for cause of
9 an injury-namely, the loss of funds deposited with Plaintiffs' Atomic Wallet wallets.
10

11 254. Defendants are therefore jointly and severally liable for Plaintiffs'
12 injuries.
13

14 COUNT 2

15 Gross Negligence

16 (Plaintiffs Individually and on behalf of the Classes)

17 255. Plaintiffs repeat and re-allege the allegations contained above, as if
18 fully set forth herein.
19

20 256. Defendants owed Plaintiffs a duty to maintain the security of the
21 funds in Atomic Wallet wallets, including but not limited to putting in place
22 procedures such that a hacking attack would not result in a multi-million dollar
23 theft; it breached that duty; and Defendants' actions in breaching their duty were
24 the proximate and but-for cause of an injury-namely, the loss of funds deposited
25 with Plaintiffs' Atomic Wallet wallets.
26
27
28

1 257. Defendants failed to act in a reasonable manner by intentionally
2 deciding not to implement security measures that a reasonable company in the
3 same industry should have implemented under the circumstances.
4

5 258. Defendants acted willfully and wantonly with a reckless disregard for
6 Plaintiffs' and Class Members' funds when Defendants consciously and knowingly
7 failed to implement appropriate security measures to protect user funds against
8 malicious attacks, despite knowledge of existing security vulnerabilities and
9 recommended action plans to address such vulnerabilities.
10

11 259. Defendants owed Plaintiffs a duty ensure that important passwords or
12 security details could not be revealed to bad actors; it breached that duty; and
13 Defendants' actions in breaching their duty were the proximate and but-for cause of
14 an injury-namely, the loss of funds deposited with Plaintiffs' Atomic Wallet
15 wallets.
16
17

18 260. Defendants owed Plaintiffs a duty secure against malicious attacks
19 that could result in the theft of millions of dollars of assets; it breached that duty;
20 and Defendants' actions in breaching their duty were the proximate and but-for
21 cause of an injury-namely, the loss of funds deposited with Plaintiffs' Atomic
22 Wallet wallets.
23
24

25 261. Defendants are therefore jointly and severally liable for Plaintiffs'
26 injuries.
27
28

COUNT 3

Fraudulent Misrepresentation

(Plaintiffs Individually and on behalf of the Classes)

262. Plaintiffs repeat and re-allege the allegations contained above, as if fully set forth herein.

263. Defendants made numerous misrepresentations of material facts to Plaintiffs and Class Members about the security and safety of the Atomic Wallet platforms, including purported surveillance and controls that were in fact virtually non-existent.

264. Defendants had knowledge of their misrepresentations at the time, as they security vulnerabilities had been identified by their own consulting security safety group.

265. Defendants failed to share those security vulnerabilities with Plaintiffs and Class Members and instead touted and misrepresented the security of their platforms.

266. Defendants made such misrepresentations with the intention inducing confidence and driving consumers to use their platforms as a non-centralized custodial crypto wallet and to engage in their buying, staking, and exchange services.

267. Defendants intended that Plaintiffs and Class Members would act upon their misrepresentations by either deciding as a new user to use the platform and services or deciding as an existing user to continue using the platform and services.

1 275. Defendants concealed from Plaintiffs and Class material facts
2 regarding the security and safety of the Atomic Wallet platforms, including but
3 not limited:

- 4 • Security vulnerabilities identified by their own consulting security
5 safety group;
- 6 • Courses of action recommended by Defendants' consulting security
7 safety group to address existing security vulnerabilities; and
- 8 • Defendants' failure to implement such recommended courses of
9 action or any other courses of action to remedy the known, existing
10 security vulnerabilities.

11 276. Defendants had knowledge of the concealment of such material facts.

12 277. Plaintiffs and Class Members were unaware of the falsity of the
13 omissions and concealment of material facts made by Defendants.

14 278. Defendants concealed such material facts with the intention inducing
15 confidence and driving consumers to use their platforms as a non-centralized
16 custodial crypto wallet and to engage in their buying, staking, and exchange
17 services.
18

19 279. Defendants intended that Plaintiffs and Class Members would act
20 upon their omissions by either deciding as a new user to use the platform and
21 services or deciding as an existing user to continue using the platform and
22 services.
23

24 280. Defendants' concealment resulted in damage to Plaintiffs and Class
25 Members, including but not limited to the loss of funds deposited with Plaintiffs'
26
27
28

1 Atomic Wallet wallets.

2 281. Defendants are therefore jointly and severally liable for Plaintiffs'
3 injuries.
4

5 **COUNT 5**

6 **Civil Conspiracy**

7 **(Plaintiffs Individually and on behalf of the Classes)**

8 282. Plaintiffs repeat and re-allege the allegations contained above, as if
9 fully set forth herein.
10

11 283. Defendants made numerous misrepresentations and omissions to
12 Plaintiffs and the Class Members about the safety and security of the Atomic
13 Wallet platform to induce confidence and to drive consumers to invest on its
14 platforms, misleading customers with the false impression that assets held on its
15 platforms were safe and secure.
16

17 284. Defendants entered into one or more agreements with each other for
18 the purpose of making these misrepresentations and/or omissions and to induce
19 Plaintiffs and the Class Members to induce confidence and to drive consumers to
20 invest on its platforms.
21

22 285. Defendants engaged in unlawful acts, namely the negligence,
23 misrepresentations, and omissions made to Plaintiffs and the Classes.
24

25 286. Defendants' conspiracy substantially assisted or encouraged their
26 own wrongdoing.
27
28

287. Defendants had knowledge of such fraud and wrongdoing because of their relationships, as described above, and, as such, knew that the representations made to Plaintiffs were deceitful and fraudulent.

288. Defendants' conspiracy caused damages to Plaintiffs and the Classes in the amount of their lost investments.

COUNT 6

Violation of California's Unfair Competition Law ("UCL"), California Business & Professions Code § 17200, Et. Seq.

(Plaintiffs Individually and on behalf of the California Subclass)

289. Plaintiffs repeat and re-allege the allegations contained above, as if fully set forth herein.

290. The UCL prohibits any "unlawful," "fraudulent," or "unfair" business act or practice and any false or misleading advertising. In the course of conducting business, Defendants committed "unlawful" business practices by, among other things, making the representations and omissions of material facts, as set forth more fully herein, and violating Civil Code §§ 1572, 1573, 1709, 1711, 1770(a)(5), (6), (7), (9), and (16), and Business & Professions Code §§ 17200, et seq., 17500, et seq., and the common law.

291. In the course of conducting business, Defendants committed "unfair" business practices by, among other things, making promises and representations to users that the app was safe and secure.

292. The California Plaintiffs and the California Subclass Members relied

1 on Defendants' false representations and promises when entering contracts with
2 Defendants to acquire goods and services and accepting Defendants' terms.

3 293. The California Plaintiffs and Class Members received products and/or
4 services that were of a lesser value than what they reasonably expected to receive
5 under the bargains they struck with Defendants.
6

7 294. Defendants misrepresented and omitted material facts regarding the
8 characteristics, capabilities, and benefits of services they provided, including the
9 fact that the California Plaintiffs and the California Subclass Members'
10 cryptocurrency was susceptible to theft by bad actors and a poorly designed and
11 maintained product. There is no societal benefit from such false and misleading
12 representations and omissions, only harm.
13

14 295. While the California Plaintiffs and other California Subclass Members
15 were harmed by this conduct, Defendants were unjustly enriched. As a result,
16 Defendants' conduct is "unfair" as it has offended an established public policy.
17 Further, Defendants engaged in immoral, unethical, oppressive, and unscrupulous
18 activities that are substantially injurious to consumers.
19

20 296. Defendants knew or should have known at the time that it sold goods
21 and services to the California Plaintiffs and California Subclass Members that that
22 cryptocurrency of users that they held on their platform would be targeted by
23 cybercriminals.
24

25 297. Plaintiffs allege violations of consumer protection, unfair
26
27
28

1 competition, and truth in advertising laws in California, resulting in harm to
2 consumers. Defendants' acts and omissions also violate and offend the public policy
3 against engaging in false and misleading advertising, unfair competition, and
4 deceptive conduct towards consumers. This conduct constitutes violations of the
5 UCL's "unfair" prong. There were reasonably available alternatives to further
6 Defendants' legitimate business interests other than the conduct described herein.
7

8
9 298. The UCL also prohibits any "fraudulent business act or practice." In
10 the course of conducting business, Defendants committed "fraudulent business
11 act[s] or practices" by, among other things, making the representations and
12 omissions of material facts regarding the safety and security of the California
13 Plaintiff's and California Subclass Members' cryptocurrency.
14

15
16 299. Defendants' actions, claims, omissions, and misleading statements, as
17 more fully set forth above, were also false, misleading, and likely to deceive the
18 consuming public within the meaning of the UCL.
19

20 300. The California Plaintiffs and California Class Members were deceived
21 as a result of their reliance on Defendants' material representations and omissions,
22 which are described above. Plaintiff and other California Subclass members
23 suffered injury as a result of Defendants' violative conduct.
24

25 301. Unless restrained and enjoined, Defendants will continue to engage in
26 the above-described conduct. Accordingly, injunctive relief is appropriate.
27

28 302. Plaintiffs, on behalf of themselves and all others similarly situated,

1 seek injunctive relief from Defendants as a result of unfair competition, an
2 injunction prohibiting Defendants from continuing such practices, corrective
3 advertising, and all other relief this Court deems appropriate, consistent with
4 Business & Professions Code § 17203.
5

6
7 **COUNT 6**
8 **VIOLATIONS OF CONSUMER FRAUD LAWS**

9 303. (By Plaintiffs, on Behalf of Themselves, the California Class, and
10 Consumer Protection Class against all Defendants and Does 1-100)

11 304. Plaintiffs repeats and realleges the allegations set forth in the preceding
12 paragraphs and incorporates the same as if set forth herein at length.
13

14 305. Plaintiffs brings this Count individually under the laws of the state
15 where she purchased Product and on behalf of all other persons who purchased
16 Product in states having similar laws regarding consumer fraud and deceptive trade
17 practices.
18

19 306. Plaintiffs and each of the other members of the Classes are consumers,
20 purchasers, or other persons entitled to the protection of the consumer protection
21 laws of the state in which they purchased the Product.
22

23 307. The consumer protection laws of the State in which Plaintiffs and the
24 other members of the Classes purchased the Product declare that unfair or deceptive
25 acts or practices, in the conduct of trade or commerce, are unlawful. Forty states and
26 the District of Columbia have enacted statutes designed to protect consumers
27
28

1 against unfair, deceptive, fraudulent, and unconscionable trade and business
2 practices and false advertising and that allow consumers to bring private and/or
3 class actions. These statutes are found at:

4
5 308. Alabama Deceptive Trade Practices Act, Ala. Code §8-19-1 *et seq.*;

6 309. Alaska Unfair Trade Practices and Consumer Protection Act, Alaska
7 Code §45.50.471 *et seq.*;

8
9 310. Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §4-88-101
10 *et seq.*;

11 311. Colorado Consumer Protection Act, Colo. Rev. Stat. §6-1-101 *et seq.*;

12 312. Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §42-110a *et*
13 *seq.*;

14
15 313. Delaware Deceptive Trade Practices Act, Del. Code tit. 6§2511 *et seq.*;

16 314. District of Columbia Consumer Protection Procedures Act, D.C. Code
17 §28 3901 *et seq.*;

18
19 315. Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann.
20 §501.201 *et seq.*;

21 316. Georgia Fair Business Practices Act, Ga. Code Ann. §10-1-390 *et seq.*;

22 317. Idaho Consumer Protection Act, Idaho Code Ann. §48-601 *et seq.*;

23 318. Illinois Consumer Fraud and Deceptive Business Practices Act, 815
24 Ill. Comp. Stat. Ann. 505/1 *et seq.*;

25 319. Kansas Consumer Protection Act, Kan. Stat. Ann §50 626 *et seq.*;

1 320. Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. §367.110 *et*
2 *seq.*, and the Kentucky Unfair Trade Practices Act, Ky. Rev. Stat. Ann §365.020 *et*
3 *seq.*;

4 321. Louisiana Unfair Trade Practices and Consumer Protection Law, La.
5 Rev. Stat. Ann. §51:1401 *et seq.*;

6 322. Maine Unfair Trade Practices Act, Me. Rev. Stat. tit. 5 §205A *et seq.*,
7
8 and Maine Uniform Deceptive Trade Practices Act, Me. Rev. Stat. Ann. tit. 10,
9 §1211 *et seq.*,

10 323. Massachusetts Unfair and Deceptive Practices Act, Mass. Gen. Laws
11
12 ch. 93A;

13 324. Michigan Consumer Protection Act, Mich. Comp. Laws §445.901 *et*
14
15 *seq.*;

16 325. Minnesota Prevention of Consumer Fraud Act, Minn. Stat.
17
18 Ann. §325F.68 *et seq.*, and Minnesota Uniform Deceptive Trade Practices Act,
19
20 Minn. Stat. §325D.43 *et seq.*;

21 326. Mississippi Consumer Protection Act, Miss. Code Ann. §§75-24-1 *et*
22
23 *seq.*;

24 327. Missouri Merchandising Practices Act, Mo. Rev. Stat. §407.010 *et*
25
26 *seq.*;

27 328. Montana Unfair Trade Practices and Consumer Protection Act, Mont.
28 Code Ann. §30-14-101 *et seq.*;

329. Nebraska Consumer Protection Act, Neb. Rev. Stat. §59-1601 *et seq.*,
and the Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. §87-301
et seq.;

330. Nevada Trade Regulation and Practices Act, Nev. Rev. Stat.
§598.0903 *et seq.*;

331. New Hampshire Consumer Protection Act, N.H. Rev. Stat. §358-A:1
et seq.;

332. New Jersey Consumer Fraud Act, N.J. Stat. Ann. §56:8 1 *et*
seq.;

333. New Mexico Unfair Practices Act, N.M. Stat. Ann. §57 12 1 *et*
seq.;

334. New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law
§349 *et seq.*;

335. North Dakota Consumer Fraud Act, N.D. Cent. Code §51 15 01 *et seq.*;

336. Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. §1345.02
and 1345.03; Ohio Admin. Code §109:4-3-02, 109:4-3-03, and 109:4-3-10;

337. Oklahoma Consumer Protection Act, Okla. Stat. tit. 15 §751 *et seq.*;

338. Oregon Unfair Trade Practices Act, Ore. Rev. Stat §646.608(e) & (g);

339. Rhode Island Unfair Trade Practices and Consumer Protection Act,
R.I. Gen. Laws §6-13.1-1 *et seq.*;

340. South Carolina Unfair Trade Practices Act, S.C. Code Ann. §39-5-10

1 *et seq.*;

2 341. South Dakota's Deceptive Trade Practices and Consumer Protection
3 Law, S.D. Codified Laws §§37 24 1 *et seq.*;

4
5 342. Tennessee Consumer Protection Act, Tenn. Code Ann. §47-18-101 *et*
6 *seq.*;

7
8 343. Texas Business and Commercial Code, Tex. Bus. & Com. Code Ann.
9 §17.41 – 17.63

10 344. Vermont Consumer Fraud Act, Vt. Stat. Ann. tit. 9, §2451 *et seq.*;

11
12 345. Washington Consumer Fraud Act, Wash. Rev. Code §19.86.010 *et*
13 *seq.*;

14 346. West Virginia Consumer Credit and Protection Act, West Virginia
15 Code §46A-6-101 *et seq.*; and

16
17 347. Wisconsin Deceptive Trade Practices Act, Wis. Stat. §100.18 *et seq.*

18
19 348. The Atomic Wallet constitutes a product to which these consumer
20 protection laws apply.

21 349. In the conduct of trade or commerce regarding its production,
22 marketing, and sale of the Atomic Wallet, Defendants engaged in one or more unfair
23 or deceptive acts or practices including, but not limited to, uniformly representing
24 to Plaintiffs and each member of the Classes by means of their advertising that the
25 Atomic Wallet was secure and cryptocurrency assets were protected.
26

27
28 350. Defendants' representations and omissions were false, untrue,

misleading, deceptive, and/or likely to deceive.

351. Defendants knew, or should have known, that their representations and omissions were false, untrue, misleading, deceptive, and/or likely to deceive.

352. Defendants used or employed such deceptive and unlawful acts or practices with the intent that Plaintiffs and members of the Classes rely thereon.

353. Plaintiffs and the other members of the Classes did so rely.

354. Plaintiffs and the other members of the Classes downloaded the Atomic Wallet designed and distributed by Defendants which misrepresented the characteristics and nature of the Product.

355. Plaintiffs and the other members of the Classes would not have downloaded or otherwise used the Atomic Wallet but for Defendants' deceptive and unlawful acts.

356. As a result of Defendants' conduct, Plaintiffs and the other members of the Classes suffered significant harm.

357. Defendants' conduct showed complete indifference to, or conscious disregard for, the rights and safety of others.

358. Plaintiffs, on behalf of themselves and all others similarly situated, seek restitution from Defendants of all money obtained from Plaintiffs and the other members of the Subclasses collected as a result of unfair competition, an injunction prohibiting Defendants from continuing such practices, corrective advertising, and all other relief this Court deems appropriate.

COUNT 7**Unjust Enrichment****(Plaintiffs Individually and on behalf of the Classes)**

359. Plaintiffs repeat and re-allege the allegations contained above, as if fully set forth herein.

360. Defendants knowingly received a monetary benefit from Plaintiffs' and Class Members' use of the Atomic Wallet platform

361. By operating a cryptocurrency trading platform, Defendants were obligated to safeguard and protect users' cryptocurrency and to keep users' cryptocurrency safe from bad actors and cybercriminals.

362. Defendants failed to secure Plaintiffs' and Class Members' cryptocurrency and, therefore, it would be unjust for Defendants to retain any of the benefits that they received without paying Plaintiffs and Class Members value in return.

363. As a direct and proximate result of the Defendants' conduct, Plaintiffs and Class Members suffered injuries including, but not limited to theft of their cryptocurrency, lost profit, lost time and opportunity costs associated with attempting to mitigate the actual consequences of the theft, loss of benefit of the bargain, statutory damages, and nominal damages.

364. Plaintiffs and Class Members are entitled to full refunds, restitution,

1 and/or damages from Defendants and/or an order proportionally disgorging all
2 profits, benefits, and other compensation obtained by Defendant from its wrongful
3 conduct.

4
5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiffs pray for a judgment on behalf of themselves and
7 the Classes:

- 8
9 a. Certifying the Class as requested herein;
10 b. Awarding actual, direct and compensatory damages;
11 c. Punitive damages as appropriate
12 d. Awarding restitution and disgorgement of revenues if warranted;
13 e. Awarding allowable attorneys' fees and costs pursuant to Federal Rule
14 of Civil Procedure 54, or any other applicable provision or principle of
15 law; and
16 f. Providing such further relief as may be just and proper.

17
18 **DEMAND FOR JURY TRIAL**

19 Plaintiffs hereby demand a jury trial as to all claims so triable.

20
21 Dated: June 3, 2025

Respectfully submitted,

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